

BEFORE THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

In the Matter of the Application of)
Southwestern Bell Communications Services Inc. d/b/a)
SBC Long Distance for a Certificate of Public)
Convenience and Necessity to Provide Resold and)
Facilities Based Local Exchange Telecommunications)
Service and for Flexible Regulation)

Docket No. 2003-361-C

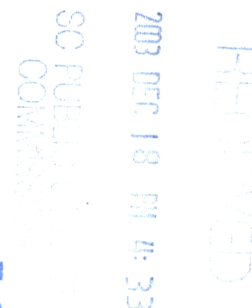
APPLICATION

Southwestern Bell Communications Services Inc. d/b/a SBC Long Distance ("Applicant" or "SBC"), pursuant to South Carolina Code Sections 58-9-280 and 58-9-520 and the rules and regulations of the South Carolina Public Service Commission ("Commission"), hereby makes this Application to the Commission for a Certificate of Public Convenience and Necessity to provide intrastate telecommunications services between and among locations within the State of South Carolina as a facilities-based and resale competitive local exchange telecommunications service provider. Applicant respectfully submits this request that the Public Service Commission of South Carolina ("Commission") regulate its local telecommunications services in accordance with the principles and procedures established for flexible regulation applicable to competitive providers of local exchange services in Order No. 98-165 in Docket No. 97-467-C. In support of its Application, Applicant states as follows:

1. Applicant's legal name, business address and telephone number are:

Southwestern Bell Communications Services Inc.
5850 W. Las Positas Blvd.
Pleasanton, CA 94588
Tel. No.: (925) 468-6209
Fax. No.: (707) 435-6640

Applicant will do business as SBC Long Distance.



2. Correspondence or communications concerning this Application may be addressed to Applicant's in-state counsel:

Bonnie D. Shealy, Esquire
 ROBINSON, McFADDEN & MOORE, P.C.
 P.O. Box 944
 1500 Bank of America Plaza
 1901 Main Street
 Columbia, South Carolina 29202

Telephone: 803.779.8900
 Facsimile: 803.252.0724

to:

Norman W. Descoteaux, Associate Director – Regulatory
 Southwestern Bell Communications Services, Inc.
 5850 W. Las Positas Blvd., NE137
 Pleasanton, CA 94588
 Tel. No.: (925) 468- 6209
 Fax. No.: (707) 435-6640
 e-mail address: nd1639@camail.sbc.com

and to:

Stacey A. Klinzman
 Director – Regulatory Compliance
 Miller Isar, Inc.
 7901 Skansie Avenue, Suite 240
 Gig Harbor, Washington 98335
 Tel. No.: (253) 851-6700
 Fax No.: (253) 851-6474
 e-mail address: sklinzman@millerisar.com

3. Applicant's contact person regarding Applicant's ongoing operations is:

Norman W. Descoteaux, Associate Director – Regulatory
 Southwestern Bell Communications Services, Inc.
 5850 W. Las Positas Blvd., NE137
 Pleasanton, CA 94588
 Tel. No.: (925) 468- 6209
 Fax. No.: (707) 435-6640
 e-mail address: nd1639@camail.sbc.com

4. Applicant is a privately-held corporation organized under the laws of the State of Delaware on May 31, 1995. A copy of Applicant's Articles of Incorporation is attached hereto **Exhibit A**.

5. A copy of Applicant's Certificate of Authority to transact business as a foreign corporation in the State of South Carolina is attached as hereto **Exhibit B**.

6. Applicant proposes to provide local service in the areas served by BellSouth.

7. The Applicant proposes to operate as a Competitive Local Exchange Carrier offering competitive facilities-based and non-facilities-based services local exchange services. Applicant seeks authority to provide facilities-based local exchange services using Unbundled Network Elements (UNE) leased or purchased from South Carolina certificated facilities-based local exchange carriers. Applicant may purchase or construct facilities, including, but not limited to, switches and network facilities in the future. Applicant may further resell the local exchange services of other certificated local exchange carriers. Applicant intends to offer local services including, but not limited to, basic local exchange service and custom calling features to business and residential customers. Applicant intends to provide exchange access services to interconnecting carriers, which terminate calls on Applicant's network

8. Applicant possesses managerial and technical experience necessary to provide interexchange telecommunications services in South Carolina. A brief summary of Applicant's senior managers' extensive managerial and technical qualifications and experience is attached hereto as **Exhibit C**.

9. Applicant possesses the financial resources to provide reliable, quality, telecommunications services in the State of South Carolina. Applicant's financial standing is impeccable, as demonstrated by the financial statements of its parent company, SBC Communications Inc. attached hereto as **Exhibit D**. As wholly-owned subsidiary of SBC Communications Inc., and as a well established entity, Applicant imposes no financial risks to the public and does not warrant imposition of any financial surety.

10. Applicant's proposed tariff, containing Applicant's proposed rates, terms and conditions applicable to its subscribers is attached as **Exhibit E**.

11. Applicant was authorized to provide Interexchange service in South Carolina by Order No. 98-45 issued January 26, 1998 in Docket No. 1997-0313-C. Applicant also is authorized to provide Interexchange service in all remaining states. Applicant is authorized to provide local exchange service in: Oregon and New York. Applicant's applications for competitive local exchange service are pending in Arizona, Hawaii, Iowa and Vermont. Applicant intends to seek authority to provide local exchange service throughout the United States.

12. Applicant will bill subscribers for its services.

13. In Docket Number 97-467-C, Order No. 98-165, the Commission approved flexible regulation for NewSouth Communications, LLC. This form of regulation included a rate structure, which incorporated maximum rate levels with the flexibility for adjustment below the maximum rate levels. The Commission determined that local tariff filings would be presumed valid upon filing, subject to the Commission's right within thirty days to institute an investigation of a tariff filing and that any such tariff filings would be subject to the same monitoring process as similarly situated competitive local exchange carriers. Applicant submits that as a local exchange competitor it should be subject to regulatory constraints no greater than those imposed in the above-mentioned docket. Applicant requests that its local exchange service tariff filings be regulated under this form of flexible regulation.

14. Applicant believes that a grant of a Certificate of Convenience and Necessity to Operate as a facilities-based and resold provider of intrastate local exchange and interexchange telecommunications services within the State of South Carolina is in the public interest for the following reasons:

- a. By utilizing existing carrier communications facilities, Applicant's service will promote more efficient use of those facilities, and provide greater access revenues to local exchange carriers.
- b. Commission approval of the instant Application will enable Applicant to provide the following long-term benefits to the public in the State of South Carolina:
 - i. greater value to subscribers through lower-priced, better quality services;
 - ii. innovative telecommunications services and billing options;
 - iii. increased consumer choice in telecommunications service;
 - iv. efficient use of existing telecommunications resources, as well as increased diversification and reliability in the supply of telecommunications services; and
 - v. an additional tax revenue source for the State of South Carolina.

15. Applicant requests that the Commission grant it authority to provide telecommunications services in South Carolina, allowing Applicant to contribute to the promotion of competition and consequent efficiency in the provision of intrastate local, and intraLATA long-distance services, while protecting the interests of the public in South Carolina.

16. Applicant, like other non-dominant competitive communications carriers, should be granted authority to provide services within South Carolina upon the showing of technical, managerial and financial ability contained in this Application. Applicant will be subject to all ongoing Commission regulation, including tariff and pricing regulation, and the Commission's complaint procedures.

17. Applicant is prepared to offer its services within 18 months following Commission authorization.

18. Applicant requests waiver of 25 S.C. Reg. 103-610, Location of Records and Reports. Applicant does not anticipate maintaining offices or personnel in the State of South Carolina. In the absence of such a waiver, Applicant would be compelled to assume added expense to maintain records and reports in South Carolina. Applicant avers that records and reports will be maintained at its headquarters office and will be made available to the Commission upon request, at no charge. The Commission will not be inconvenienced, and the public will not be exposed to any risk through the grant of this waiver request. Applicant understands that similar requests for waiver of R.103-610 are routinely granted by the Commission.

19. SBC requests a waiver of the Commission's requirement under 26 S.C. Regs. 103-631 that it be required to publish a local exchange directory. SBC will make arrangements with the incumbent local exchange carriers ("LECs") whereby the names of its customers will be included in the directories published by the incumbent LECs. LEC directories will also be modified to include SBC's customer service number. These directories will be distributed to SBC's customers. This approach is entirely reasonable and will have a direct benefit to the customers of both SBC and the incumbent LECs, since there would be only one directory containing a universal listing of customer information. It would be an unnecessary burden on SBC to require that it publish and distribute its own directory to all customers located within each exchange area. It is more efficient for SBC to include its limited customer list in the existing directories of the incumbent LECs.

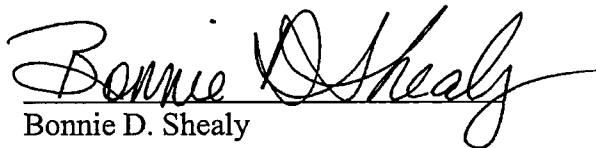
20. Applicant also requests a waiver of any Commission policy that would require it to maintain its books under the Uniform System ~~fo~~ Accounts ("USOA") method. The company currently uses Generally Accepted Accounting Principals ("GAAP") to maintain its books. Therefore, it would create a hardship to maintain a separate accounting system.

WHEREFORE, Southwestern Bell Communications Services Inc. d/b/a SBC Long Distance respectfully requests that the South Carolina Public Service Commission grant it a Certificate of Convenience and Necessity to operate as a facilities-based and resold provider of intrastate telecommunications services within the State of South Carolina as proposed herein and set forth in the attached tariff. Southwestern Bell Communications Services Inc. also requests that the Commission grants its request for flexible regulation for its local exchange services.

Respectfully submitted this 18 day of December, 2003.

ROBINSON, McFADDEN & MOORE, P.C.

By:



Bonnie D. Shealy
Post Office Box 944
1901 Main Street
Columbia, South Carolina 29202

Telephone: 803.779.8900
Facsimile: 803.252.0724

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LIST OF EXHIBITS

EXHIBIT A	ARTICLES OF INCORPORATION
EXHIBIT B	CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS
EXHIBIT C	SENIOR MANAGEMENT EXPERIENCE
EXHIBIT D	FINANCIAL INFORMATION
EXHIBIT E	PROPOSED TARIFF

EXHIBIT A
ARTICLES OF INCORPORATION
(Attached)

Delaware

PAGE 1

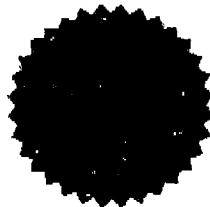
The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "SOUTHWESTERN BELL COMMUNICATIONS SERVICES, INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE THIRTY-FIRST DAY OF MAY, A.D. 1995, AT 2:30 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

2511836 8100H

AUTHENTICATION: 1939707

020519447

DATE: 08-16-02

Joe Carrisalez Affidavit - Attachment A

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:30 PM 05/31/1986
20050 - 2511835

CERTIFICATE OF INCORPORATION

OF

SOUTHWESTERN BELL COMMUNICATIONS SERVICES, INC.

ARTICLE ONE

The name of the Corporation is Southwestern Bell Communications Services, Inc.

ARTICLE TWO

The address of the registered office of the Corporation in the State of Delaware is Corporate Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The name of the registered agent of the Corporation at such address is The Corporation Trust Company.

ARTICLE THREE

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

ARTICLE FOUR

The total number of shares of stock which the Corporation is authorized to issue is one thousand (1,000) shares of common stock, having a par value of one dollar (\$1.00) per share.

ARTICLE FIVE

The business and affairs of the Corporation shall be managed by the Board of Directors. The directors need not be elected by ballot unless required by the Bylaws of the Corporation.

Joe Carrisalez Affidavit - Attachment A

ARTICLE SIX

In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors is expressly authorized to adopt, amend or repeal the Bylaws.

ARTICLE SEVEN

The initial Board of Directors of the Corporation shall be the following individuals:

James D. Ellis	175 E. Houston San Antonio, TX 78205
Charles E. Foster	175 E. Houston San Antonio, TX 78205
James S. Kahan	175 E. Houston San Antonio, TX 78205

ARTICLE EIGHT

The Corporation reserves the right to amend and repeal any provision contained in this Certificate of Incorporation in the manner prescribed by the laws of the State of Delaware. All rights herein conferred are granted subject to this reservation.

ARTICLE NINE

The incorporator is James D. Ellis, whose mailing address is 175 E. Houston, San Antonio, TX 78205.

ARTICLE TEN

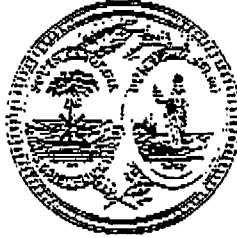
I, the undersigned, being the incorporator, for the purpose of forming a corporation under the laws of the State of Delaware do make, file and record this Certificate of Incorporation, do certify that the facts herein stated are true, and accordingly, have hereto set my hand this 31st of May, 1995.

J. D. Ellis

EXHIBIT B

CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS
(Attached)

The State of South Carolina



Office of Secretary of State Jim Miles Certificate of Authorization

I, Jim Miles, Secretary of State of South Carolina Hereby certify that:

SOUTHWESTERN BELL COMMUNICATIONS SERVICES, INC.,
a corporation duly organized under the laws of the state of **DELAWARE**
and issued a certificate of authority to transact business in South Carolina on
December 13th, 1996, has on the date hereof filed all reports due this office, paid all
fees, taxes and penalties owed to the Secretary of State, that the Secretary of State
has not mailed notice to the Corporation that its authority to transact business in
South Carolina is subject to being revoked pursuant to Section 33-15-310 of the 1976
South Carolina Code, and no application for surrender of authority to do business in
South Carolina has been filed in this office as of the date hereof.

Given under my Hand and the Great Seal of
the State at Columbia this 13th day of
December, 1996.

Jim Miles
Jim Miles, Secretary of State

SC 15
COMM.

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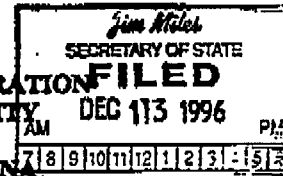
FILED

Note: This certificate does not contain any representation concerning fees or taxes owed by the Corporation to the South Carolina Tax Commission or whether the Corporation has filed the annual report with the Tax Commission. It is important to know whether the Corporation has paid all taxes due to the State of South Carolina, and has filed the annual returns, a certificate of compliance must be obtained from the Tax Commission.

STATE OF SOUTH CAROLINA
SECRETARY OF STATE
JIM MILES

APPLICATION BY A FOREIGN CORPORATION
FOR A CERTIFICATE OF AUTHORITY
TO TRANSACT BUSINESS
IN THE STATE OF SOUTH CAROLINA

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE.



DEC 113 1996

Pursuant to §33-15-103 of the 1976 South Carolina Code, as amended, the
[] a corporation hereby applies for authority to transact business in the State of South
Carolina, and for that purpose, hereby submits the following statement:

- The name of the corporation is (see §§33-4-101 and 33-15-106 and see §§33-19-500(b)(1) if the corporation is a professional corporation) Southwestern Bell Communications Services, Inc.
- It is incorporated as (check applicable item) ☒ a general business corporation, ☐ a professional corporation, under the laws of the state of Delaware
- The date of its incorporation is May 31, 1995 and the period of its duration is Perpetual
- The address of the principal office of the corporation is 1651 N. Collins, Suite 220
(Street & Number)
in the city of Richardson and the state of Texas
- The address of the proposed registered office in the state of South Carolina is
S/O C T Corporation System, 75 Seattle in the city of Greenville
Place, Two Insignia Financial Plaza
(Street & Number)
in South Carolina 29601
(Zip Code)
- The name of the proposed registered agent in this state at such address is
C T Corporation System
- The name and usual business address of the corporation's directors (if the corporation has no directors, then the name and address of those persons who are exercising the statutory authority of directors on behalf of the corporation) and principal officers:

a)	Name of directors	Business Address
	See attached list of directors	
b)	Name and Office of Principal officers	Business Address
	See attached list of officers	

- The aggregate number of shares which the corporation has authority to issue, itemized by classes and series, if any, within a class:

Class of Shares and Series	Authorized Number of Each Class and Series
Common/(No series)	1,000

9. Unless a delayed date is specified, this application shall be effective when accepted for filing by the Secretary of State (See §33-1-230): _____

10. Date this 21st day of November, 1996.

Southwestern Bell Communications
Services, Inc.

(Name of Corporation)

By: _____

(Signature of Officer)

Van H. Taylor, President

(Type or Print Name and Office)

FILING INSTRUCTIONS

- Two copies of this application, the original and with a duplicate original or a conformed copy, must be filed.
- If the space in this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form.
- Schedule of Fees (Payable at the time of filing this document):

Fee for filing Application	\$10.00
Filing Tax	\$100.00
Minimum License Fee	\$25.00
(Payable to Secretary of State)	\$135.00

- This form must be accompanied by the initial annual report of corporations, a check in the amount of \$25.00 payable to the S.C. Tax Commission, and a certificate of existence from a state official of the jurisdiction where the corporation is incorporated.
- If the applicant corporation is adopting a fictitious name for use in South Carolina pursuant to §33-15-106(a), then a certified copy of the board of directors resolution approving the fictitious name must be attached to the application.
- If the applicant is a foreign professional corporation, then in addition to satisfying the name requirements in §33-19-150 and 33-19-500(b)(1), the following information must be included in the application:
 - A statement that the corporation's sole business purpose is to engage in a specified form of professional services (e.g. law firm).
 - A statement that all of its shareholders not less than one-half of its directors, and all of its officers other than its secretary and treasurer, if any, are licensed in one or more states to render a professional service described in its articles of incorporation.

Appendix to South Carolina
Applic By a Fgn. Corp. for a Cert. of Auth. to Trans. Bus. in the State of S.C.

**Directors of
Southwestern Bell Communications Services, Inc.**

1. J. Cliff Eason
15660 Dallas Parkway
Dallas, Texas 75248
2. James W. Callaway
175 E. Houston
San Antonio, Texas 78205
3. Charles E. Foster
175 E. Houston
San Antonio, Texas 78205
4. James S. Kahan
175 E. Houston
San Antonio, Texas 78205
5. Van H. Taylor
9505 Arboretum Blvd.
Austin, Texas 78759
6. Stan Sigman
17330 Preston Rd., Suite 100A
Dallas, Texas 75232
7. Timothy P. Leahy
175 E. Houston
San Antonio, Texas 78205

EXHIBIT C

SENIOR MANAGEMENT EXPERIENCE
(Attached)

Executive Profiles

Applicant's executive officers have been recruited from the parent company and its affiliates and are among its key managers. Together, Applicant's executive officers have several decades of experience in the telecommunication industry, including operations, interconnection, network, marketing, sales, finance, regulatory and legal issues. The executive officers, consequently, have the managerial ability to operate the company and provide the services that Applicant proposes to provide within South Carolina. The following paragraphs briefly describe the backgrounds of Applicant's executive officers.

A. YNO GONZALEZ, PRESIDENT

Yno Gonzalez is president of Southwestern Bell Communications Services, Inc. ("SBCS"). In this position, he is responsible for network operations for SBC long distance and manages the network operations partnership with WilTel Communications. He was appointed to this position on January 16, 2003.

Gonzalez, who began his career with Pacific Bell in 1980, has held various leadership positions in human resources, network engineering, network operations, and core process reengineering.

He previously held the title of VP-Network Operations over SBC long distance, SWB video services and SBC messaging. He became vice president-core network operations in Pacific Bell's Network Services Group in 1997. In this position, he was responsible for managing the Network Operations Centers in Sacramento and San Diego, the Statewide and Electronic Systems Assistance Center (ESAC), and Radio Operations for Pacific Bell, as well as

managing a team of 200 Technical Support Personnel. González also was responsible for site management for 700 Pacific Bell Central Offices and Radio Sites.

Gonzalez is a member of the HACEMOS organization and the Mathematics, Engineering, Science Achievement (MESA) program of the University of California. Gonzalez graduated from the University of Southern California with a degree in electrical engineering. He completed the Advanced Technology Innovation program for executives at Carnegie Mellon University.

B. WILLIAM H. MCCrackEN, COMPTROLLER

Mr. McCracken is the Vice President – Chief Financial Office of SBCS. Mr. McCracken has 16 years of experience in the telecommunication industry. Specifically, Mr. McCracken has experience relating to finance, accounting, and marketing. Before joining SBCS, Mr. McCracken held positions within SBC's corporate financial planning, investor relations, regulatory accounting, and billing operations. Mr. McCracken earned a Bachelors degree in Marketing and a Master of Science degree in Business Computer Science from Texas A&M University. Mr. McCracken is licensed by the State of Texas as a certified public accountant.

C. JOHN DI BENE, VICE PRESIDENT, GENERAL COUNSEL AND SECRETARY

Mr. di Bene has more than twelve years' experience in telecommunications law. As Vice President and General Counsel of SBCS, his responsibilities include oversight of all state and federal regulatory filings, issuance of all authorized notices for meetings of the stockholders of the Board, and maintenance of corporate records. Before joining the company, Mr. di Bene spent three years as Senior Counsel in SBC's antitrust and regulatory legal group, assisting with SBC's applications to provide long distance services and other issues before the Federal Communications Commission. Mr. di Bene also has represented Pacific Bell in proceedings

before the California Public Utility Commission. Prior to representing Pacific Bell, he practiced with Blumenfeld & Cohen and Jenner & Block. Mr. di Bene received a Juris Doctor *cum laude* from Georgetown University Law Center in 1988, and a Bachelor of Arts *cum laude* from the University of Alaska, Fairbanks in 1985. He is a member of the California and District of Columbia Bar Associations.

D. JANET M. DUNCAN, TREASURER

Ms. Duncan serves as Treasurer of SBCS. She has held a variety of positions in finance within SBC. She is currently Executive Director of Corporate Finance (Capital Markets) for SBC Communications, Inc at the corporate headquarters in San Antonio, Texas. Her prior job with the company was as the Director of Finance for SBC's branch in Mexico City. Prior to joining SBC, Ms. Duncan worked in financial planning for Pacific Bell. Ms. Duncan received a B.A. from the University of Dallas in 1983 and an MBA from Wharton (University of Pennsylvania) in 1996.

E. LARRY RUZICKA, VICE PRESIDENT – TAXES

Larry Ruzicka is the Vice President – Taxes for SBCS. He is responsible for the direction and coordination of tax policy, research and planning, compliance, accounting and audits for all tax matters at SBC and its subsidiaries. Larry joined the SBC tax department in 1988 and has been extensively involved with merger and acquisition activity as well as other research and planning projects. Prior to joining SBC, Larry was with Touche Ross & Co. in St. Louis.

F. THOMAS S. CLEMENS, ASSISTANT TREASURER

Mr. Clemens is Assistant Treasurer of SBCS. After nine years experience in banking and the construction industry, Mr. Clemens joined SBC Communications Inc. as a Specialist - Cash

Management in 1997. Since then, Mr. Clemens has progressed through positions of increasing responsibilities in cash management and benefit plan investment administration. Mr. Clemens was recently appointed Director - Corporate Finance for SBC Communications, Inc. Mr. Clemens has a BBA, Finance from the University of Texas, Austin.

EXHIBIT D
FINANCIAL INFORMATION
(Attached)

Financial Summary

SBC Communications Inc.

Dollars in Millions Except Per Share Amounts

	2001	2002
Operating Revenues	\$ 45,908	\$ 43,138
Operating Expenses	\$ 35,400	\$ 34,515
Income Before Extraordinary Loss and Cumulative Effect of Accounting Change	\$ 7,026	\$ 7,473

Wireline Operations	2001	2002
Operating Revenues	\$ 40,690	\$ 38,392
Operating Expenses	\$ 32,469	\$ 32,421
Segment Income	\$ 8,221	\$ 5,971

Wireless Operations	2001	2002
Operating Revenues	\$ 14,108	\$ 14,727
Operating Expenses	\$ 11,567	\$ 12,206
Segment Income	\$ 1,020	\$ 750

Directory	2001	2002
Operating Revenues	\$ 4,468	\$ 4,451
Operating Expenses	\$ 1,937	\$ 1,961
Segment Income	\$ 2,531	\$ 2,490

International	2001	2002
Operating Revenues	\$ 185	\$ 35
Operating Expenses	\$ 239	\$ 85
Segment Income	\$ 500	\$ 1,102

Note: Differences due to rounding.

10/03

Consolidated Statements of Income

SBC Communications Inc.

Dollars in Millions/Percent Change
from Prior-Year Quarter

Three Months Ending

	12/31/2001	03/31/2002	06/30/2002	09/30/2002	12/31/2002	03/31/2003	06/30/2003	09/30/2003
Voice	\$ 6,539	\$ 6,353	\$ 6,283	\$ 6,169	\$ 5,948	\$ 5,766	\$ 5,604	\$ 5,487
Percent Change		-5.0%	-7.6%	-7.5%	-9.0%	-9.2%	-10.8%	-11.1%
Long-Distance Voice	593	591	588	594	551	578	612	668
Percent Change		-10.7%	-6.4%	-8.2%	-7.1%	-2.2%	4.1%	12.5%
Data	2,467	2,391	2,425	2,441	2,382	2,479	2,491	2,576
Percent Change		1.8%	0.2%	1.9%	-3.4%	3.7%	2.7%	5.5%
Wireless Subscriber	1	-	-	-	-	-	-	-
Percent Change		n/m	n/m	n/m	n/m	n/m	n/m	n/m
Directory Advertising	1,769	705	1,067	868	1,864	1,076	1,080	1,077
Percent Change		-15.1%	12.7%	-10.7%	5.4%	52.6%	1.2%	24.1%
Other	534	482	480	484	472	434	417	431
Percent Change		-21.0%	-22.8%	-21.4%	-11.6%	-10.0%	-13.1%	-11.0%
Total Operating Revenues	11,903	10,522	10,843	10,556	11,217	10,333	10,204	10,239
Percent Change		-6.0%	-5.5%	-6.9%	-5.8%	-1.8%	-5.9%	-3.0%
Operating Expenses								
Cost of Sales	4,696	3,912	4,094	4,136	4,220	4,041	4,035	4,244
Percent Change		-4.0%	1.6%	-0.1%	-10.1%	3.3%	-1.4%	2.6%
Selling	1,974	1,572	1,760	1,555	1,731	1,717	1,765	1,715
Percent Change		9.5%	12.0%	2.7%	-12.3%	9.2%	0.9%	10.3%
General and Administrative	744	720	679	688	881	681	678	718
Percent Change		9.8%	-6.6%	-10.4%	18.4%	-5.4%	-0.1%	4.4%
Operations and Support	7,414	6,204	6,523	6,379	6,832	6,439	6,478	6,677
Percent Change		0.6%	3.2%	-0.7%	-7.9%	3.8%	-0.7%	4.7%
Depreciation and Amortization	2,255	2,136	2,156	2,148	2,138	1,996	1,977	1,952
Total Operating Expenses	9,669	8,340	8,679	8,527	8,970	8,435	8,455	8,629
Operating Income	2,234	2,182	2,164	2,029	2,247	1,898	1,749	1,610
Interest Expense	338	350	340	356	336	317	375	280
Equity in Net Income of Affiliates	144	437	450	729	305	365	471	337
Other Income (Expense) - Net	(83)	158	357	139	641	1,717	227	148
Income Before Income Taxes, Extraordinary Loss and Cumulative Effect of Accounting Change	1,957	2,427	2,631	2,541	2,857	3,663	2,072	1,815
Income Taxes	771	800	849	832	503	1,208	684	599
Income Before Extraordinary Loss and Cumulative Effect of Accounting Change	1,186	1,627	1,782	1,709	2,354	2,455	1,388	1,216
Percent Change		-10.1%	-11.9%	-14.8%	98.5%	50.9%	-22.1%	-28.8%
Extraordinary Loss, Net of Tax	-	-	-	-	-	-	-	-
Cumulative Effect of Accounting Change, Net of Tax	-	(1,820)	-	-	-	2,548	-	-
Net Income (Loss)	\$ 1,186	\$ (193)	\$ 1,782	\$ 1,709	\$ 2,354	\$ 5,003	\$ 1,388	\$ 1,216
Percent Change		-110.7%	-11.6%	-14.8%	98.5%	n/m	-22.1%	-28.8%

Note: Differences due to rounding.

10/03

Financial and Operating Statistics Summary

SBC Communications Inc.

Dollars in Millions, Except Per Share Amounts

Three Months Ending

	12/31/2001	03/31/2002	06/30/2002	09/30/2002	12/31/2002	03/31/2003	06/30/2002	09/30/2003
Capital Expenditures	\$ 3,093	\$ 1,765	\$ 1,731	\$ 1,502	\$ 1,810	\$ 897	\$ 1,072	\$ 1,266
Dividends Declared Per Share	\$ 0.26	\$ 0.27	\$ 0.27	\$ 0.27	\$ 0.27	\$ 0.33	\$ 0.38	\$ 0.38
Dividend Growth	1.0%	5.4%	5.4%	5.4%	5.4%	23.1%	41.7%	41.7%
End of Period Common Shares Outstanding (000,000)	3,354	3,340	3,325	3,320	3,318	3,322	3,323	3,312
Pretax Interest Coverage	6.4	7.9	8.6	8.2	9.6	12.5	6.6	7.5
Net Cash Flow to Average Total Debt ²	17.5%	12.3%	12.0%	11.5%	19.9%	8.6%	8.3%	10.3%
Funds From Operations Interest Coverage ³	15.5	13.1	12.7	11.7	17.4	9.8	8.4	12.5
Debt Ratio	44.3%	46.8%	44.5%	42.3%	39.9%	35.0%	32.7%	32.5%

Cingular Wireless ⁴

Wireless Voice Customers (000)	21,596	21,830	22,183	22,076	21,925	22,114	22,640	23,385
Net Adds (000)	317	234	353	(107)	(151)	189	526	745
Licensed POPs (000,000)	219	219	219	219	219	235	236	236

SBC International ⁵

Total Customers of SBC International's Affiliates								
Access Lines (000)	26,878	27,071	27,300	27,517	27,759	27,926	28,021	28,265
Wireless Subscribers (000)	27,422	29,501	30,479	31,614	32,393	33,866	35,002	36,315
Net Adds	2,112	2,079	978	1,134	779	1,473	2,609	1,313
Total Revenues	\$ 7,109	\$ 6,996	\$ 7,211	\$ 7,395	\$ 7,515	\$ 7,601	\$ 8,794	\$ 8,659

SBC's Proportionate Interest of SBC International's Affiliates ⁵

Access Lines (000)	4,376	4,400	4,320	4,377	4,352	4,353	4,335	4,350
Wireless Subscribers (000)	3,084	3,258	3,225	3,402	3,426	3,576	3,727	3,895
Net Adds	176	170	58	109	73	150	301	168
Total Revenues	\$ 1,232	\$ 1,163	\$ 1,212	\$ 1,261	\$ 1,291	\$ 1,320	\$ 1,456	\$ 1,462

1. Pretax income and interest on debt divided by interest on debt.

2. Net cash flow equals funds from operations (cash flow from operations before working capital changes) less dividends paid.

3. The sum of funds from operations and cash paid for interest on debt divided by interest incurred on debt.

4. Amounts represent 100% results of Cingular Wireless.

5. Amounts for all periods include only activity for our investments still held at September 30, 2003.

Note: Differences due to rounding.

10/03

Condensed Balance Sheets

SBC Communications Inc.

Dollars in Millions

09/30/2003 12/31/2002

Assets**Current Assets**

Cash and Cash Equivalents	\$ 4,940	\$ 3,567
Accounts Receivable - Net of Allowances for Uncollectibles of \$1,192 and \$1,427	6,140	8,540
Prepaid Expenses	1,002	687
Deferred Income Taxes	1,511	704
Other Current Assets	1,297	591
Total Current Assets	14,890	14,089

Property, Plant and Equipment - at Cost	132,637	131,755
Less: Accumulated Depreciation and Amortization	80,654	88,265

Property, Plant and Equipment - Net	51,983	48,490
--	---------------	---------------

Goodwill - Net	1,622	1,643
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Investments in Equity Affiliates	11,800	10,470
---	---------------	---------------

Notes Receivable From Cingular Wireless	5,885	5,922
--	--------------	--------------

Other Assets	15,128	14,443
---------------------	---------------	---------------

Total Assets	\$ 101,308	\$ 95,057
---------------------	-------------------	------------------

Liabilities and Shareowners' Equity**Current Liabilities**

Debt Maturing Within One Year	\$ 1,900	\$ 3,505
Accounts Payable and Accrued Liabilities	9,339	9,413
Accrued Taxes	3,213	870
Dividends Payable	1,267	895
Total Current Liabilities	15,719	14,683

Long-Term Debt	16,357	18,536
-----------------------	---------------	---------------

Deferred Credits and Other Noncurrent Liabilities

Deferred Income Taxes	13,186	10,726
Post-employment Benefit Obligation	14,340	14,094
Unamortized Investment Tax Credits	216	244
Other Noncurrent Liabilities	3,598	3,575
Total Deferred Credits and Other Noncurrent Liabilities	31,340	28,639

Shareowners' Equity

Common Shares Issued (\$1 Par Value)	3,433	3,433
Capital in Excess of Par Value	13,015	12,999
Retained Earnings	27,769	23,802
Treasury Shares (at Cost)	(4,596)	(4,584)
Additional Minimum Pension Liability	(1,473)	(1,473)
Accumulated Other Comprehensive Income	(256)	(978)
Total Shareowners' Equity	37,892	33,199

Total Liabilities and Shareowners' Equity	\$ 101,308	\$ 95,057
--	-------------------	------------------

Condensed Statements of Cash Flows (Reported)

SBC Communications Inc.

Dollars in Millions, Increase (Decrease) in Cash and Cash Equivalents

Nine Months Ending

09/30/2003 09/30/2002

Operating Activities

Net Income	7,607	3,298
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:		
Depreciation and Amortization	5,925	6,440
Undistributed Earnings From Investments in Equity Affiliates	(913)	(1,400)
Provision for Uncollectible Accounts	718	1,071
Amortization of Investment Tax Credits	(28)	(26)
Deferred Income Tax Expense	1,110	829
Gain on Sale of Investments	(1,678)	(316)
Cumulative Effect of Accounting Change, Net of Tax	(2,548)	1,820
Retirement Benefit Funding	(945)	-
Changes in Operating Assets and Liabilities:		
Accounts Receivable	35	(43)
Other Current Assets	(290)	250
Accounts Payable and Accrued Liabilities	1,723	(1,474)
Other - Net	(633)	293
Total Adjustments	2,476	7,444
Net Cash Provided by Operating Activities	10,083	10,742

Investing Activities

Construction and Capital Expenditures	(3,235)	(4,998)
Investments in Affiliates	-	(138)
Purchase of Marketable Securities	(578)	-
Maturities of Marketable Securities	164	-
Purchase of Other Investments	(436)	-
Dispositions	2,855	1,166
Acquisitions	-	(571)
Net Cash Provided by Investing Activities	(1,230)	(4,541)

Financing Activities

Net Change in Short-term Borrowings With Original Maturities of Three Months or Less	(77)	(415)
Issuance of Other Short-term Borrowings	-	4,565
Repayment of Other Short-term Borrowings	(1,070)	(7,357)
Issuance of Long-term Debt	-	1,966
Repayment of Long-term Debt	(2,826)	(865)
Purchase of Treasury Shares	(299)	(1,398)
Issuance of Treasury Shares	63	126
Dividends Paid	(3,271)	(2,660)
Other	-	7
Net Cash Used in Financing Activities	(7,480)	(6,031)
Net Increase in Cash and Cash Equivalents	1,373	170
Cash and Cash Equivalents Beginning of Year	3,567	703
Cash and Cash Equivalents End of Period	4,940	873

Items That Affect 2003 Comparisons

Dollars in Millions

Third Quarter 2003

- No items were identified that affected comparisons.

Second Quarter 2003	A	B
Operating Revenues		
Operating Expenses		
Operating Income	-	-
Interest Expense		68
Equity Net Income of Affiliates		
Other Income (Expense) - Net	73	
Income Before Income Taxes	73	(68)
Income Taxes	24	22
Net Income	49	(46)

First Quarter 2003	C
Operating Revenues	
Operating Expenses	
Operating Income	-
Interest Expense	
Equity Net Income of Affiliates	
Other Income (Expense) - Net	1,574
Income Before Income Taxes	1,574
Income Taxes	519
Net Income	1,055

A - Gain on the sale of Yahoo! and BCE shares.

B - Cost incurred through early extinguishment of debt.

C - Gain on the sale of Cegetel.

Consolidated Segment Income and Impact of the 60% Proportional Consolidation of

Dollars in Millions

Fourth Quarter 2002	A	B	C	D	Cingular Impact
Operating Revenues					2,079
Operating Expenses	(459)			(123)	1,819
Operating Income	459	-	-	123	260
Interest Expense					73
Equity Net Income of Affiliates					(102)
Other Income (Expense) - Net		(455)			(83)
Income Before Income Taxes	459	(455)	-	123	2
Income Taxes	183	(30)	280	47	2
Net Income	276	(425)	(280)	76	-
Third Quarter 2002	E	F	Cingular Impact		
Operating Revenues			2,225		
Operating Expenses		(204)	1,890		
Operating Income	-	204	335		
Interest Expense			71		
Equity Net Income of Affiliates	(326)		(181)		
Other Income (Expense) - Net			(81)		
Income Before Income Taxes	(326)	204	2		
Income Taxes	(114)	79	2		
Net Income	(212)	125	-		
Second Quarter 2002	G	H	I	J	Cingular Impact
Operating Revenues					2,207
Operating Expenses			(228)	(125)	1,810
Operating Income	-	-	228	125	397
Interest Expense					68
Equity Net Income of Affiliates	101	(148)			(242)
Other Income (Expense) - Net					(87)
Income Before Income Taxes	101	(148)	228	125	-
Income Taxes	33	(30)	76	41	-
Net Income	68	(118)	152	84	-
First Quarter 2002					Cingular Impact
Operating Revenues					2,106
Operating Expenses					1,729
Operating Income					377
Interest Expense					70
Equity Net Income of Affiliates					(234)
Other Income (Expense) - Net					(71)
Income Before Income Taxes					2
Income Taxes					2
Net Income					-

See next page for descriptions of the items previously excluded from Consolidated Segment Income.

Consolidated Segment Income and Impact of the 60% Proportional Consolidation of

Dollars in Millions

	K	L	M	N	O	Cingular Impact
Fourth Quarter 2001						
Operating Revenues						2,144
Operating Expenses			135	(197)	(619)	1,834
Operating Income	-	-	(135)	197	619	310
Interest Expense						59
Equity Net Income of Affiliates	49	197				(190)
Other Income (Expense) - Net	341					(59)
Income Before Income Taxes	390	197	(135)	197	619	2
Income Taxes	128		(39)	69	194	2
Net Income	262	197	(96)	128	425	-
Third Quarter 2001	P					Cingular Impact
Operating Revenues						2,186
Operating Expenses	123					1,748
Operating Income	(123)					438
Interest Expense						54
Equity Net Income of Affiliates						(321)
Other Income (Expense) - Net						(62)
Income Before Income Taxes	(123)					1
Income Taxes	(50)					2
Net Income	(73)					(1)
Second Quarter 2001	Q	R	S			Cingular Impact
Operating Revenues						2,109
Operating Expenses	315					1,655
Operating Income	(315)	-	-			454
Interest Expense						22
Equity Net Income of Affiliates						(314)
Other Income (Expense) - Net		401	(120)			(117)
Income Before Income Taxes	(315)	401	(120)			1
Income Taxes	(126)	140	(42)			1
Net Income	(189)	261	(78)			-
First Quarter 2001	T	U				Cingular Impact
Operating Revenues						1,954
Operating Expenses	526	(316)				1,647
Operating Income	(526)	316				307
Interest Expense						24
Equity Net Income of Affiliates						(213)
Other Income (Expense) - Net						(69)
Income Before Income Taxes	(526)	316				1
Income Taxes	(196)	111				2
Net Income	(330)	205				(1)

Details of the Items Previously Excluded From Segment Income



2002

- 4Q **A** - Combined charges of \$276 for enhanced pension benefits, pension settlements, severance costs and real estate costs related to force reduction programs.
 B - Gain of (\$425) on the redemption of our interest in Bell Canada.
 C - Tax benefit of (\$280) resulting from a restructuring of our ownership of Sterling Commerce Inc.
 D - Charges of \$76 for our proportionate share of impairments, severance and restructuring costs at Cingular.
- 3Q **E** - Equity income of (\$212) for proportionate share of the gains at TDC and Belgacom related to the disposition of their Netherlands wireless operations, net of valuation and restructuring adjustments at TDC affiliates.
 F - Combined charges of \$125 for enhanced pension benefits and severance costs related to a force-reduction program.
- 2Q **G** - Charges of \$68 representing our proportionate share of restructuring costs at Belgacom. These costs were primarily related to a force reduction program.
 H - Gain of (\$118) on the sale of a portion of our Bell Canada Holdings, Inc.
 I - Combined charges of \$152 for enhanced pension benefits and severance costs related to a force reduction program.
 J - Additional reserves of \$84 required by the WorldCom bankruptcy.
- 1Q There were no normalizing items.

2001

- 4Q **K** - A charge of \$262 indicated by a transaction pending as of December 31, 2001 to reduce the direct and indirect book value of our investment in Telecom Americas.
 L - A charge of \$197 for costs related to TDC's decision to discontinue non-wireless operations of its Talkline subsidiary and our impairment of the goodwill we allocated to that subsidiary.
 M - Pension settlement gains of (\$96) related to management employees, primarily resulting from a fourth quarter 2000 voluntary retirement program net of costs associated with that program.
 N - A Charge of \$128 representing a settlement agreement with the Illinois Commerce Commission related to a provision of the Ameritech merger.
 O - Combined charges of \$425 associated with our comprehensive review of operations, which resulted in decisions to reduce workforce, terminate leases and shut down certain operations.
- 3Q **P** - Pension settlement gains of (\$73) related to management employees, primarily resulting from a fourth quarter 2000 voluntary retirement program net of costs associated with that program.
- 2Q **Q** - Pension settlement gains of (\$189) related to management employees, primarily resulting from a fourth quarter 2000 voluntary retirement program net of costs associated with that program.
 R - Combined charges of \$261 in the second quarter related to valuation adjustments of Williams Communications Group and certain other cost investments accounted for under Financial Accounting Standards Board Statement No. 115, "Accounting for Certain Investments in Debt and Equity Securities."
 S - Adjustment of (\$78) to the estimate of an allowance for a note receivable related to the sale of Ameritech's SecurityLink business.
- 1Q **T** - Pension settlement gains of (\$330) related to management employees, primarily resulting from a voluntary retirement program net of costs associated with that program.
 U - Combined charges of \$205 related to impairment of our cable business.

BEFORE THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

In the Matter of the Application of)
Southwestern Bell Communications Services Inc. d/b/a)
SBC Long Distance for a Certificate of Public)
Convenience and Necessity to Provide Resold and)
Facilities Based Local Exchange Telecommunications)
Service and for Flexible Regulation)

Docket No. _____

EXHIBIT E

Proposed Tariff

SC
2003 DEC 13 PM 4:30
P.F.

**SOUTHWESTERN BELL COMMUNICATIONS SERVICES INC. D/B/A SBC LONG
DISTANCE**

RATES, RULES AND ADMINISTRATIVE REGULATIONS FOR FURNISHING

LOCAL EXCHANGE SERVICES TARIFF

WITHIN THE STATE OF SOUTH CAROLINA

This Tariff ("Tariff") contains the descriptions, regulations, and rates applicable to the furnishing of competitive, presubscribed local exchange telecommunications services provided by Southwestern Bell Communications Services Inc. d/b/a SBC Long Distance ("Company") within the State of South Carolina. This tariff is on file with the South Carolina Public Service Commission. Copies may be inspected during normal business hours at Company's principal place of business, 5850 W. Las Positas Blvd., Pleasanton, California 94588.

Issued:

Effective:

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
5850 W Las Positas Blvd.
Pleasanton, CA 94588

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The pages of this Tariff are effective as of the date shown at the bottom of the respective page.
Original and revised pages as named below comprise all changes from the original Tariff.

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Pleasanton, CA 94588

APPLICATION OF THE TARIFF

- A. This Tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by the Company to Customers within the local exchange service area defined herein.
- B. The Company operates in some areas as a facilities-based provider of local exchange Service and, in others, as a reseller of the services of a Local Exchange Carrier.
- C. The rates and regulations contained in this Tariff apply only to the Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a Local Exchange Carrier or other common Carrier for use in accessing the Services of Company.
- D. The Company shall not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of the Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.
- E. The provision of Services are subject to existing regulations and terms and conditions specified in this Tariff and may be revised, added to or supplemented by superseding Tariffs.
- F. The Company reserves the right to offer its Customers a variety of Services as deemed appropriate by the Company.
- G. The Company will provide Services requested by Customers which are not included in this Tariff, depending on equipment and facility availability and economic considerations. Pricing for these Services will be accomplished on an Individual Case Basis (ICB) Contract.
- H. The Services included in this tariff are intended for purchase by end-use retail Customers. Interexchange Carriers (IXC) should consult the Access Tariff to order Services for resale purposes or enter into an ICB Contract.

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EXPLANATION OF SYMBOLS

The following are the only symbols used for the purposes indicated below:

- C - To signify changed regulation
- D - To signify discontinued rate, rule or text
- I - To signify increased rate
- N - To signify new rate, rule or text
- R - To signify reduction
- T - To signify a change in text
- E - To signify an error or a correction
- F - To signify a change in format or numbering
- M - To signify a move of material from one place in the tariff to another with no change

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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right hand corner of each page. Pages are numbered sequentially. However, new pages are added to the Tariff from time to time. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14. 1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right hand corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised page 14 cancels the 3rd revised page 14. Because of various suspension periods, deferrals, *etc.* the Commission follows in its Tariff approval process, the most current page number on file with the Commission is not always the Tariff page in effect.
- C. Paragraph Numbering Sequence - There are six (6) levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.1
 - 2.1.1
 - 2.1.1 A.
 - 2.1.1 A.1
 - 2.1.1 A.1.a
 - 2.1.1 A.1.a.i
- D. Check Pages - When a Tariff filing is made with the Commission, an updated check page accompanies the Tariff filing. The check page lists the pages contained in the Tariff with a cross-reference to the current revision number. When new pages are added, the check page is changed to reflect the revision. An asterisk (*) designates all revisions made in a given filing. There will be no other symbols used on this page if these are the only changes made to it. The Tariff user should refer to the latest check page to find out if a particular page is the most current on file with the Commission.

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1. DEFINITIONS

Certain terms used generally throughout this Tariff are defined below:

Advance Payment: Part or all of a payment required before the start of Service.

Applicant: Any entity or individual who applies for Service offered under this Tariff.

Authorized User: An end user authorized by the Customer to use the Service.

Business Customer: A Customer that uses a Business Service Offering as set forth in this Tariff.

Carrier: A company authorized by the South Carolina Public Service Commission to provide telecommunications services.

Central Office: A local exchange switching unit that is used to interconnect Exchange Access Lines within a specified area.

Channel or Circuit: A path for transmission between two (2) or more points having a bandwidth and termination of Customer's own choosing.

Channel Mileage: Distance calculated using the telephone industry standard Rate Centers ("V" & "H") between Company's and Customer's Premises.

Collect Call: A billing arrangement where a call is billed to the called station.

Commission: The South Carolina Public Service Commission

Company: Southwestern Bell Communications Services Inc., d/b/a SBC Long Distance

Contract: An agreement between Customer and Company in which the two (2) parties agree upon specifications, terms, pricing, and other conditions of Service. The Contract may or may not accompany an associated Service Order.

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1. DEFINITIONS, Continued

Customer: A person, firm, corporation or other entity which orders or uses Service who, by receiving and using the service, has agreed to honor the terms of the Service herein, and is responsible for the payment of rates and charges for Service to all Customer locations and for compliance with Tariff regulations.

Customer Premises Equipment ("CPE"): Equipment located at the Customer's Premises for use with the Company's Services. CPE can include, for example, a station set, facsimile machine, key system, PBX, or other voice and data communication equipment.

Demarcation Point: Denotes the point of interconnection between the Company's facilities and the wiring at the Customer's Premises.

Deposit: Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges for Services.

DID Trunk: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of a Company operator.

Digital: A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

Direct Inward Dial ("DID"): A Service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Directory Assistance Service: A Service whereby Customers may dial a special directory assistance code or telephone number to reach an operator or automatic Interactive Voice System ("IVS") that will provide available, published directory listings.

DSL: Digital Subscriber Line.

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1. DEFINITIONS, Continued

DS-1: Digital Service, Level 1. A 1.544 Mbps dedicated Digital transmission connection furnished by the Company that may either be a connection between a Customer's Premises and the Company's Premises or a connection between two (2) Customer Premises.

DS-3: Digital Service, Level 3. The equivalent of 28 DS-1 Channels and capable of operating at 44.736 Mbps. (Also called a T-3)

Dual Tone Multi-Frequency ("DTMF"): The signaling type employed by dial tone station sets.

E-911/911: An emergency Service whereby a Customer dials a 911 emergency code or other emergency number and is then connected to an emergency agency responsible for the dispatch of emergency assistance. E911 and 911 are used interchangeably to refer to any emergency dialing arrangement.

Exchange Access Lines: Central Office equipment and related facilities, including the Network interface, which provide access to and from the telecommunications Network.

Exchange Area: A geographically defined area described through the use of maps or legal descriptions to specify areas where individual telephone exchange companies hold themselves out to provide local communications services.

FCC: Federal Communications Commission.

Force Majeure: Causes beyond the Company's control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrection; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, fraudulent acts of a third party, or other labor difficulties.

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1. DEFINITIONS, Continued

Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving and Christmas Day.

Individual Case Basis ("ICB"): A Service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer.

Interexchange Carrier ("IXC"): A long distance telecommunications services provider.

ISDN: Integrated Services Digital Network. A Digital technology that allows the provision of more than one (1) communication path, called a channel, over the same copper wire arrangement that provides traditional telephone Service.

Local Exchange Carrier ("LEC"): A provider of local telephone service.

LERG: Local Exchange Routing Guide. A Telcordia document which lists all North American Class 5 Offices (Central Offices; or end offices) and which describes their relationship to Class 4 Offices (Tandem Offices).

Local Calling Area: The area within which a subscriber for local exchange Service may make telephone calls without incurring a long distance charge.

Mbps: Megabits per second or millions of bits per second.

Non-Recurring Charge ("NRC"): The initial charge, usually assessed on a one-time basis, to initiate and establish Service. NRC includes, but is not limited to, charges for construction, installation, or special fees for which the Customer becomes liable at the time the Service Order is executed.

NPA: Numbering plan area or area code.

NXX: The first three digits of a seven-digit telephone number.

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1. DEFINITIONS, Continued

Operator Services: Assistance by an operator or automated Interactive Voice System ("IVS") whereby Customers may request, for example, assistance in dialing a number, calling person to person, billing a call to a calling card or to a third number, or calling collect.

PBX: Private Branch Exchange.

Person-to-Person: A call for which the person originating the call specifies to the operator a particular person, department or extension to be reached. Person-to-Person charges only apply when the call is completed to the requested party, department, or extension or when the calling party agrees to talk to another person.

Point of Presence ("POP"): Refers to a location or site containing telecommunications equipment that can include, but is not limited to, switches, multiplexers, modems, leased lines, and routers. A Carrier's Point of Presence usually means a location where the Carrier connects to other Carriers or its Customers.

Premises: Denotes a building, a portion of a building in a multitenant building, or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public thoroughfare.

Private Line Service: Denotes non-switched point-to-point Service over fully dedicated lines.

Rate Center: Denotes a geographically specified point used to determine distance dependent rates.

Residential Customer: A Customer that uses a Residential Service Offering as set forth in this Tariff.

Recurring Charges: Charges that are assessed for Services included within this Tariff on a recurring, monthly basis.

Service: The telecommunications services offered by the Company.

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1. DEFINITIONS, Continued

Service Area: The area in which the Company provides Service.

Service Connection Charge: A one-time charge, which applies for Company work associated with activities to set up/change accounts, including, but not limited to, Service Order issuance, programming, billing, etc., for installations, moves, changes, or rearrangements of Services and/or equipment.

Service Order: The request for facilities or Service by an Applicant or Customer. The request may be in writing, or orally, at the Company's discretion. Acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the Service is calculated from the Services Start Date.

Service Start Date: The first day following the date on which the requested Service or facility is available for use.

Station: Telephone equipment from or to which calls are placed.

Station-to-Station: Any operator handled call where the person originating the call does not specify a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

Telcordia: An independent telecommunications research company.

Telecommunications Relay Service ("TRS"): Enables deaf, hard-of-hearing or speech-impaired persons who use a text telephone or similar devices, to communicate freely with the hearing population not using text telephone and visa versa.

Termination of Service: Discontinuance of both incoming and outgoing Service.

Third Number Billing: A billing option that allows a call to be billed to an account different from that of the calling or called party.

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1. DEFINITIONS, Continued

Trunk: A communications path, connecting two (2) switching systems in a network, used in the establishment of an end-to-end connection.

Two-Way: A Service attribute that includes dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

V & H: Vertical and Horizontal geographic coordinates.

White Pages Directory Listing: A directory listing found in the local White Pages telephone directory.

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2. REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

- A. The Company undertakes to provide and is only responsible for the Services offered in this Tariff on the terms and conditions and at the rates and charges specified herein. The Company may offer various unregulated Services in conjunction with or ancillary to its regulated Services. The Company is not responsible to any other entity or its respective customers for any service provided by the other entity that purchases access to the Company network or uses any of the Company's facilities or Services, in order to originate or terminate its own services, or to communicate with its own customers.

2.1.2 Shortage of Equipment and Facilities

Service is offered subject to; the availability of facilities, equipment, or systems; the Company's ability to fulfill the request for Service and, the provisions of this Tariff. Service is not offered where operating conditions do not permit. The Company reserves the right, without incurring liability, to refuse to provide or to limit Service to or from any location where the necessary facilities, equipment, systems, interconnection arrangements, billing arrangements, and/or switch software are not available.

2.1.3 Terms and Conditions

A. Minimum Contracts

1. Except as otherwise provided herein, Service is provided and billed on the basis of a minimum period of at least one (1) month, and shall continue to be provided on a monthly basis until canceled by the Customer. Unless otherwise specified herein, for the purpose of computing charges in this Tariff, a month is considered to have thirty (30) calendar days. All calculations of dates set forth in this Tariff will be based on calendar days, unless otherwise specified herein.

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2. REGULATIONS, Continued

2.1 Undertaking of the Company, Continued

2.1.3 Terms and Conditions, Continued

A. Minimum Contracts, Continued

2. Except as provided in this Tariff, the length of minimum Contract period for directory listings is the directory period. The directory period is from the day on which the directory is first distributed to the Customers to the day the succeeding directory is first distributed to Customers.

3. The Company may require a minimum Contract period longer than one (1) month at the same location in connection with special (non-standard) types or arrangements of equipment, or for unusual construction or special Service terms, necessary to meet special demands and involving extra cost or expense.

B. Customers may be required to enter into written Service Orders which will contain or reference the name of the Customer, a specific description of the Service ordered, the rates to be charged, and the duration of the Services. Customers will also be required to execute any other documents as may be requested by the Company.

C. Except as otherwise stated in the Tariff or by Contract, at the expiration of the initial term specified in the applicable Service Order, or in any extension thereof, Service shall continue on a month to month basis at the then current Tariff rates until terminated by either party. The Company and Customer may agree that the Service shall automatically renew for the term of the initial Contract. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this Tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

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2. REGULATIONS, Continued

2.1 Undertaking of the Company, Continued

2.1.3 Terms and Conditions, Continued

- D. Another telephone company or provider of telecommunications service must not interfere with the right of any person or entity to obtain Service directly from the Company. The Customer is absolutely prohibited from reselling the Company's Services unless done in compliance with state and federal laws, rules and regulations, and with written permission from the Company.
- E. The Customer has no property right to the telephone number or any other call number designation associated with Services furnished by the Company. Except as provided by state or federal requirements, the Company reserves the right to change such numbers, or the Central Office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

2.1.4 Notification of Service-Affecting Activities

Where possible, the Company may, at its sole discretion, provide the Customer reasonable notification of Service affecting activities that may occur in normal operation of its business. Provided, however, when the Company plans to interrupt Service for more than four hours to perform necessary repairs or maintenance, it will attempt to inform affected Customers at least 24 hours in advance of the scheduled date and estimated duration of the Service interruption.

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2. REGULATIONS, Continued

2.1 Undertaking of the Company, Continued

2.1.5 Taxes, Surcharges, and Fees

- A. The Customer is responsible for the payment of any sales, use, universal service, excise, access, 911/E911, Telephone Relay Service, subscriber line, franchise, occupation, business, license, privilege or other local, state, or federal charges or surcharges, however designated, whether assessed directly on the Company or assessed on another company or carrier and passed on to the Company (hereinafter individually or collectively referred to as "Fees"), as determined and billed by the Company. The rates for Services provided in this Tariff, unless otherwise specified herein, do not include Fees. Fees imposed by a particular jurisdiction (e.g., county or municipality) will be billed only to those Customers with lines in the affected jurisdiction. When the Company by virtue of collecting Fees incurs costs that would not otherwise normally be incurred, all such costs shall be determined by the Company and billed, insofar as practical, to the Customers with lines in the affected jurisdiction. The Customer is responsible for any Fees that become applicable retroactively.
- B. Should a local, state or federal jurisdiction assert a right to impose Fees on the Company's operations, the Company may elect to bill the Customer and collect such Fees or it may elect not to do so, pending the conclusion of any challenges to such jurisdiction's right to impose Fees. If it has billed and collected the Fees and the Fees later are found to have been invalid and unenforceable, the Company shall credit or refund such amounts to affected Customers, less a reasonable administrative fee, only if the Fees collected were retained by the Company or the Fees delivered to the jurisdiction in question were later returned to the Company. If the Fees were paid to the jurisdiction in question and not returned to the Company, the Customer agrees that his/her/its recourse is against the jurisdiction in question and not against the Company. The Customer specifically agrees to hold the Company harmless from any and all liability for Fees that were delivered to the jurisdiction in question and not returned to the Company.

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2. REGULATIONS, Continued

2.1 Undertaking of the Company, Continued

2.1.6 Interconnection with Other Carriers

Interconnection with the facilities or service of other carriers shall be under applicable terms and conditions of an interconnection agreement. Any special interface equipment or facilities necessary to achieve compatibility between facilities of the Company and other participating Carriers will be provided at the Customer's expense.

2.2 Limitations on Liability/Indemnity

2.2.1 The Company shall not be liable to the Customer or Authorized User for, and the Customer and any Authorized User, jointly and severally, shall indemnify, defend and hold harmless the Company from, any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:

- A. Libel, slander, or invasion of privacy from material, data, information or other content transmitted over the Company's facilities; or
- B. Patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, arising from (1) combining (or using in connection with) Company-provided Services and equipment with any facilities, services, functions, or products provided by the Customer or Authorized User or (2) use of Services, functions, or products the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement; or

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2. REGULATIONS, Continued

2.2 Limitations on Liability/Indemnity, Continued

2.2.1, Continued

- C. A breach in the privacy or security of communications transmitted over its facilities; or
- D. Acts, mistakes, omissions, interruptions, delays, errors or defects in transmission over Company's facilities or equipment; or
- E. Injuries to persons or property from voltages or currents transmitted over Company-provided facilities caused by Customer-provided equipment or Premises wire; or
- F. The disconnection of Service for failure to pay the charges billed to Customer, including but not limited to, any direct, indirect, incidental, special, consequential, exemplary or punitive damages, so long as such disconnection of Service complied with the applicable Commission rules and regulations; or
- G. Violations of the obligations of the Customer section of this Tariff; or
- H. Defacement of or damage to Customer Premises resulting from the furnishing of Services or equipment on such Premises or the installation, maintenance, repair or removal thereof, unless such defacement or damage is caused by willful misconduct of the Company's agents or employees; or
- I. The interruption of a call to any party or any other person in conjunction with use of the Busy Line Verification and Interrupt Service as set forth in this Tariff; or

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2. REGULATIONS, Continued

2.2 Limitations on Liability/Indemnity, Continued

2.2.1, Continued

- J. Any loss, destruction or damage to property of the Company, the Company's agent, distributors or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives, invitees or Authorized Users; or
- K. Any delay or failure of performance or equipment due to a Force Majeure condition; or
- L. Misrepresentation of, or the failure to disclose, the lawful rates and charges published in this Tariff, so long as the Company has complied with any applicable Commission rules and regulations related thereto; or
- M. Fees the Company delivered to a jurisdiction in question and not returned to the Company as provided in the Taxes, Surcharges, and Fees section of this Tariff; or

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2. REGULATIONS, Continued

2.2 Limitations on Liability/Indemnity, Continued

2.2.1, Continued

- N. Any act, mistake, omission, interruption, delay, error, or defect caused by or contributed to by:
 - 1. Another company or Carrier, or their agents or employees, when the facilities or equipment of the other company or Carrier are used for or with the Services the Company offers. This includes the provision of a signaling system or other database by another company; or
 - 2. The Customer, or any third party acting as its agent, in connection with Company-provided or Customer-provided facilities or equipment, including, but not limited to, the Customer's failure to take all necessary steps to obtain, install and maintain all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer to the Company's network; or
 - 3. A third party.
- O. Any failures, errors, malfunctions or omissions of Caller ID Blocking as set forth in this Tariff, whether or not arising from or relating to any ordinary negligence or other conduct by the Company.

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2. REGULATIONS, Continued

2.2 Limitations on Liability/Indemnity, Continued

2.2.2 The liability of the Company for damages arising out of the furnishing of, or failing to furnish, its Services, including but not limited to mistakes, omissions, disconnection, interruptions, delays, acts of a third party, errors, defects, or representations, whether caused by acts or omissions shall be limited to the extension of allowances for interruption as set forth herein. The extension of such allowances for interruptions shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company Service, equipment or facilities, acts of a third party, or the acts or omissions, or negligence of the Company, its employees or agents.

2.2.3 The liability of the Company's suppliers and vendors for damages arising out of the furnishing of, or failing to furnish, their services, including but not limited to mistakes, omissions, disconnection, interruptions, delays, errors, defects, or representations, whether caused by acts or omissions of such suppliers and vendors shall be limited to the extension of allowances for interruption as set forth. The extension of such allowances for interruptions shall be the sole remedy of the Customer and the sole liability of the Company's suppliers and vendors. The Company's suppliers and vendors and their directors, officers or employees, will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any service, equipment or facilities, or the acts or omissions, or negligence of the Company's suppliers and vendors, its directors, officers or employees.

2.2.4 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one (1) year after the Service is rendered.

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2. REGULATIONS, Continued

2.2 Limitations on Liability/Indemnity, Continued

2.2.5 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ITS SERVICE, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS TARIFF.

2.2.6 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

2.2.7 Emergency 911 Service

A. This Service is offered solely as an aid in handling calls in connection with fire, police, and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons and for any loss, damage or destruction of any property, whether caused by mistakes, omissions, interruptions, delays, errors or defects in (1) the provision of this Service or (2) installation, equipment and facilities furnishing emergency 911 service.

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2. REGULATIONS, Continued

2.2 Limitations on Liability/Indemnity, Continued

2.2.7 Emergency 911 Service, Continued

- B. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 Service, features and the equipment associated therewith, or by any Services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 Service, which parties include Customers with a non-published or non-listed telephone number as described in this Tariff, and which infringement or invasion of the right of privacy arises out of the negligence or other wrongful act of the Company, the Customer, its users, agents or municipalities, or the employees or agents of any one of them.

2.2.8 Directory Listings

- A. The Company's liability arising from errors or omissions in directory listings or in accepting listings presented by Customers or Applicants shall be limited to an abatement or refund of an amount not exceeding the charge for the Service during the period covered by the directory in which the error or omission occurs.
- B. In conjunction with a non-published or non-listed telephone number as described in this Tariff, the Company will not be liable for failure or refusal to complete any call to a telephone with a non-published or non-listed number when the call is not placed by number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.

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2. REGULATIONS, Continued

2.2 Limitations on Liability/Indemnity, Continued

2.2.7 Emergency 911 Service, Continued

C. When a Customer with a non-published or non-listed telephone number, as described in this Tariff, places a call to the emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the emergency 911 Service. By subscribing to service under this Tariff, Customer acknowledges and agrees with the release of information as described above.

2.2.9 The Company makes no warranty or representation of any kind whatsoever with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any entity or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

2.3 Provision of Equipment and Facilities

2.3.1 General

A. The Company shall use reasonable efforts to make Services available to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

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2. REGULATIONS, Continued

2.3 Provision of Equipment and Facilities

2.3.1 General

- B. The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company or an agent designated by the Company, except upon the written consent of the Company. The Company will have control over the installation, rearrangement, repair, maintenance, and disconnection of all network elements owned, headed or otherwise obtained to ensure the required level of Service. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided to the Customer.
- C. Equipment installed at the Customer's Premises for use in connection with the Services the Company offers will not be used for any purpose other than that for which the Company has provided such equipment.
- D. Unless otherwise set forth in this Tariff, the Company will not be responsible for the installation, operation, or maintenance of any CPE. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
 - 1. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 2. The reception of signals by Customer-provided equipment; or
 - 3. Network control signaling where such signaling is performed by Customer-provided network control signaling equipment; or

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2. REGULATIONS, Continued

2.3 Provision of Equipment and Facilities

2.3.1 General

D., Continued

4. The electric power consumed by CPE which shall be provided by, and maintained at the expense of, the Customer; or
5. For ensuring that CPE connected to Company equipment and facilities is compatible with such equipment and facilities (the Customer is responsible for ensuring such compatibility).

E. Any CPE attached to the Company's network shall be in conformance with all FCC requirements, rules and regulations.

2.3.2 Interconnection of Facilities

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange Service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

2.3.3 Non-routine Installation

At the Customer's request, non-routine installation and/or maintenance may be performed outside of the Company's regular business hours. Installation and/or maintenance in hazardous locations may be performed at the Company's discretion. In such cases, additional charges may apply. If installation is started during regular business hours but at the Customer's request extends beyond regular business hours into time periods including, but not limited to, weekends, Holidays, and/or night hours, additional charges may apply.

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2. REGULATIONS, Continued

2.3 Provision of Equipment and Facilities

2.3.4 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff for provision of Service to the Customer remains with the Company or third party vendor providing facilities on behalf of the Company.

2.3.5 Use of Service

Service is furnished for use by the Customer and may be used by others only as specifically provided elsewhere in this Tariff.

- A. Service shall not be used to transmit a message, to locate a person, or to otherwise give or obtain information, without payment of the charges applicable to such use. A Customer shall use no device with the Service or facilities of the Company for the purpose of avoiding payment of the applicable charge or defrauding the Company.
- B. Service shall not be used in any manner that interferes with other persons in the use of their Service, prevents other persons from using their Service, or otherwise impairs the quality of Service to other Customers. The Company may require a Customer to immediately cease use of Service if such use is causing interference with or impairing the Service of others.
- C. If a Customer's use of Service interferes unreasonably with the Service of other Customers and that interference is believed by the Company to be related to the quantity or grade of service that the Customer has purchased, the interfering Customer may be required to take Service in sufficient quantity, or of a different class or grade, or to cooperate with the Company to eliminate such interference.

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2. REGULATIONS, Continued

2.4 Obligations of the Customer

2.4.1 General

The Customer shall be responsible for:

- A. Payment of all applicable charges pursuant to this Tariff, Contracts and special assembly or special construction; and
- B. Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; by the noncompliance by the Customer with these regulations; or by fire, theft or other casualty on the Customer's Premises; and
- C. Providing at reasonable charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the Premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises; and

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2. REGULATIONS, Continued

2.4 Obligations of the Customer, Continued

2.4.1 General, Continued

- D. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of all cable and associated equipment used to provide local exchange Service to the Customer from the Premises entrance or property line to the location of the equipment space. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for Service; and ensuring that its equipment and/or system or that of its agent is properly interfaced with the Company's Service; that the signals emitted into the Company's network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Tariff; and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability; and
- E. Providing a safe place to work, complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents will be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's or third party vendor's employees or property might result from installation or maintenance by the Company or third party vendor. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work; and

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2. REGULATIONS, Continued

2.4 Obligations of the Customer, Continued

2.4.1 General, Continued

- F. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company's facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible; and
- G. Granting or obtaining permission for Company agents or employees to enter the Premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or, upon Termination of Service as stated herein, removing the facilities or equipment; and
- H. Preventing liens or other encumbrances from being placed or maintained on the Company's equipment or facilities or CPE leased by the Customer from the Company; and
- I. Making the Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in Service will be made for the period during which Service is interrupted for such purposes; and
- J. Promptly notifying the Company in writing, of any allegation, claim, loss, damage, liability, defect, fraudulent act of a third party, cost or expense for which the Company may be responsible and cooperating in every reasonable way to facilitate defense or settlement of such allegation, claim, loss, damage, liability, defect, cost or expense.

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2. REGULATIONS, Continued

2.4 Obligations of the Customer, Continued

2.4.1 General, Continued

K. PBX Information

Customer shall provide Company with detailed information related to multi-location private branch exchanges ("PBX") and other parties PBXs operating within the Customer's premises or otherwise connected to Company's telecommunication service through Customer. Such information shall include the end-user addresses corresponding to all telephone lines operating through the PBX and such other information, as requested by Company, which will enable Company to determine, in the event of an emergency 911 call routed through a PBX, the physical location from which the call was made. Customer shall continually update this information and shall immediately notify Company of any changes related to this information. Customer shall indemnify and hold Company harmless from any and all losses, damages, costs, expenses, claims, or liabilities resulting from the Customer's failure to immediately provide or update this information to Company, including, but not limited to, any and all losses, costs, expenses, claims, liabilities or damages, including third party claims, related to the failure to respond to an emergency 911 telephone call.

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2. REGULATIONS, Continued

2.4 Obligations of the Customer, Continued

2.4.1 General, Continued

L. Automatic Number Identification

In addition to providing the information requested in 2.4.1(L)(PBX information) above, Customer shall provide and continually update Company with the correct true automatic number identification ("ANI") for each telephone line operating through a PBX on Customer's premises or otherwise connected to Company's telecommunication service(s) through Customer. Customer recognizes that it may be necessary to purchase and install additional equipment in order to provide the ANI information and that Customer is solely responsible for all costs and expenses related to this equipment. Customer shall indemnify and hold Company harmless from any and all losses, damages, costs, expenses, claims, or liabilities arising from the Customer's failure to immediately provide or update this information to Company, including, but not limited to, any and all losses, damages, costs, expenses, liabilities or claims, including third party claims, related to the failure to respond to an emergency 911 phone call.

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2. REGULATIONS, Continued

2.4 Obligations of the Customer, Continued

2.4.2 Claims

The Customer shall indemnify, defend and hold harmless the Company as set forth in the Limitation of Liability/Indemnity section of this Tariff or as provided elsewhere in this Tariff.

2.4.3 Inspections

A. Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this Tariff for the installation, operation, and maintenance of Customer-provided facilities and equipment connected to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

B. The Company will, upon request, provide the Customer with a statement of technical parameters that the Customer's equipment must meet. If the protective requirements for CPE are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for corrective action. Within three (3) days of receiving this notice a Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its facilities, equipment and personnel from harm.

2.4.4 The Customer shall not assert any claim against any other Customer or user of the Company's Services for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company.

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2. REGULATIONS, Continued

2.4 Obligations of the Customer, Continued

2.4.5 Fraud and Unauthorized Use of the Network.

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or the fraudulent use of an accepted credit card, provided that the unauthorized use occurred as a result of inadequate safe keeping by the Customer.
- B. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or any Authorized User to place calls over the network and to have the charges for such calls billed to the Customer's account.
- C. An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.
- D. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss and/or theft promptly upon customer's discovery of same.
- E. The Customer is responsible for payment of all charges for calling card Services furnished to the Customer or any Authorized User, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse or abuse of the Customer's Service by third parties, the Customer's employees or the public.
- F. The liability of the Customer for unauthorized use of the network by credit card fraud is equal to the applicable charges pursuant to this tariff or contract for the property, labor or Services obtained by the unauthorized user provided that the unauthorized use occurred as a result of inadequate safe keeping by the Customer.

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2. REGULATIONS, Continued

2.4 Obligations of the Customer, Continued

2.4.5 Fraud and Unauthorized Use of the Network, Continued

- G. The Customer is liable for the unauthorized use of the network obtained through the fraudulent access of a telephone system provided that the unauthorized use occurred as a result of inadequate safe keeping by the Customer.

2.5 Establishment of Service

2.5.1 Application for Service/Service Order

- A. An Applicant for Service may be required by the Company in its sole discretion to sign an application form requesting the Company to furnish facilities or Service in accordance with the rates, charges, rules and regulations as set forth in this Tariff. This application for Service, where required by the Company, together with the provisions of this Tariff, establishes the Contract between the Company and the Customer, which may not be assigned or transferred in any manner.
- B. If Customer's Service has been terminated and the Customer wishes to reestablish Service, payment of all unpaid, undisputed charges, as well as a Deposit and Advance Payment for all connection charges, may be required prior to re-establishing Service.

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2. REGULATIONS, Continued

2.5 Establishment of Service, Continued

2.5.1 Application for Service/Service Order, Continued

- C. The Company may refuse to establish Service if any of the following conditions exist:
1. The Applicant has an outstanding amount due for similar Services and is unwilling to make acceptable arrangements with the Company for payment; or
 2. A condition exists which in the Company's judgment is unsafe or hazardous to the Applicant, the general population, or the Company's personnel or facilities; or
 3. Refusal by the Applicant to provide the Company with a Deposit when the Customer has failed to meet the credit criteria for waiver of Deposit requirements; or
 4. The Applicant is known to be in violation of the Company's Tariffs filed with the Commission; or
 5. Failure of the Applicant to furnish such funds, suitable facilities, and/or rights-of-way necessary to serve the Applicant and which have been specified by the Company as a condition for providing Service; or
 6. Applicant falsifies his or her identity for the purpose of obtaining Service.
 7. The Company may refuse to provide Service at an address where Service has been discontinued for non-payment of bills for any service subject to this Tariff if it is determined that the non-payment customer or real users of the Service still reside at the address.
 8. The service requested is not available under Section 2.1.2 of this tariff.

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2. REGULATIONS, Continued

2.5 Establishment of Service, Continued

2.5.2 Establishment of Credit

- A. The Company may conduct a credit investigation of each new Customer or Applicant prior to accepting a Service Order.
- B. The Company may, in order to assure payment of its charges for Service, require Applicants and existing Customers to establish and maintain credit acceptable to the Company.
- C. The establishment and reestablishment of acceptable credit does not relieve the Applicant or Customer from compliance with other provisions in this Tariff as to Deposits, Advance Payments and the payment of charges due, and will in no way modify the provisions regarding disconnection and Termination of Service for failure to pay bills due for Service or facilities furnished.
- D. A Customer may be required to reestablish credit in accordance with this Tariff when the amount of Service furnished or the basis on which credit was formerly established, in the sole discretion of the Company, has significantly changed.

2.5.3 [Reserved for Future Use]

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2. REGULATIONS, Continued

2.5 Establishment of Service, Continued

2.5.4 Deposits

A. The Company may collect and maintain deposits pursuant to the provisions of South Carolina Public Service Commission Reg. 103-621 as follows:

1. The Company may require from any customer or from any prospective customer, a deposit intended to guarantee payment of bills for service, if any of the following conditions exist:
 - a. The customer's past payment record to a telecommunications utility shows delinquent payment practice, i.e., customer has had two consecutive 30-day arrearages, or more than two non-consecutive 30-day arrearages in the past 24 months, or customer has been sent four or more late payment notices in the past 9 months, or
 - b. A new customer cannot furnish either a letter of good credit from a reliable source or an acceptable co-signer or guarantor on the same system within the State of South Carolina to guarantee payment, or
 - c. A customer has no deposit and presently is delinquent in payments (i.e., has had two consecutive 30-day arrears, or more than two non-consecutive 30-day arrears, in the past 24 months), or
 - d. A customer has had his service terminated by any telecommunications utility for non-payment or fraudulent use.

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2. REGULATIONS, Continued

2.5 Establishment of Service, Continued

2.5.4 Deposits, Continued

A., Continued

2. The Company will inform each prospective customer of the provisions contained in Section 1(A) above.
3. Excluded from deposit considerations are billings for 900 and 900-type charges, and non-regulated items.
4. Amount of Deposit.
 - a. For a new customer, a maximum deposit may be required up to an amount equal to an estimated two (2) months (60 days) total bill (including toll and taxes). For an existing customer, a maximum deposit may be required up to an amount equal to the total actual bills of the highest two (2) consecutive months within the preceding six (6) months.
 - b. All deposits may be subject to review based on the actual experience of the customer. The amount of the deposit may be adjusted upward or downward to reflect the actual billing experience and the payment habits of the customer.

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2. REGULATIONS, Continued

2.5 Establishment of Service, Continued

2.5.4 Deposits, Continued

A., Continued

5. Interest on Deposits

- a. The Company will pay simple interest on deposits at the rate as prescribed by the Commission to each customer required to make such deposit for the time it is held by the Company.
- b. The deposit will accrue interest annually and the Company will pay such interest to the customer at least every two (2) years and at the time the deposit is returned.
- c. The deposit shall cease to draw interest on the date it is returned, the date service is terminated, or on the date notice is sent to the customer's last known address that the deposit is no longer required.

6 Deposit Retention

Deposits shall be refunded completely with interest after two years unless the customer has had two consecutive 30-day arrearages or more than two non-consecutive 30-day arrearages in the past 24 months, or has had service denied or interrupted for non-payment of bills, or has been sent more than two late payment notices in the past 9 months, or has a returned check in the past 6 months.

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2. REGULATIONS, Continued

2.5 Establishment of Service, Continued

2.5.4 Deposits, Continued

A., Continued

7. Deposit Credit

Where a customer has been required to make a guaranteed deposit, that deposit shall not relieve the customer of the obligation to pay the service bill when due, but where such deposit has been made and service has been disconnected because of nonpayment of account, then unless the customer shall, within seventy-two hours after service has been disconnected, apply for reconnection of service and pay the account, the account may be discontinued. If the Company discontinues the account, the Company shall apply the deposit of such customer toward the discharge of such account and shall refund to the customer any excess.

2.6 Billing and Collection of Charges

2.6.1 Bills will be rendered monthly to the Customer and the Company's bills will conform to the provisions of South Carolina Public Service Commission Reg. 103-622.1.

2.6.2 All Service, installation, monthly Recurring, and Non-Recurring charges are due and payable upon receipt.

2.6.3 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which the Service is provided.

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2. REGULATIONS, Continued

2.6 Billing and Collection of Charges, Continued

2.6.4 For new Customers, or existing Customers whose Service is disconnected, the charge for the fraction of the month in which Service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

2.6.5 Payment of all bills is due twenty five (25) days after the date of invoice unless the Customer has been identified as a candidate for potential fraudulent activity, or the Customer has been under treatment for twenty five (25) days. In those instances, payment is due fifteen (15) days after the date of mailing. Amounts not paid by this date (the "due date") will be considered past due.

2.7 Disputed Bills

2.7.1 The Customer may notify the Company in writing, within the statute of limitations set forth in South Carolina law, of any charges in dispute and the specific basis of such dispute (Disputed Amounts).

2.7.2 All charges not in dispute will be paid by the Customer by the due date. Telephone Service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or Deposit if the Customer does not pay as required in this Tariff.

2.7.3 Upon notification of a dispute, the Company will notify the Customer within five (5) working days of its receipt of the written dispute notice and shall undertake an investigation of the disputed charges. At the conclusion of the investigation, the Company will notify the Customer of any amount determined by the Company to be correctly charged and Customer shall pay such amount to the Company within five (5) working days. The Company may suspend/terminate Service if the Customer fails to pay the amount determined by the Company to be properly charged. Amounts determined by the Company to be correctly charged also will be subject to the late payment charge specified in this Tariff.

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2. REGULATIONS, Continued

2.7 Disputed Bills

- 2.7.4 If the Customer and Company are unable to resolve the dispute to their mutual satisfaction, the Company will inform the Customer, prior to termination, of the right to file a complaint with the Commission.

The address and telephone number of the Commission are:

South Carolina Public Service Commission
Synergy Business Park
Saluda Building
101 Executive Center Drive
Columbia, South Carolina 29211

Telephone number: 803.737.5100
Toll-free: 800.922.1531

2.8 Late Payment Charges

- 2.8.1 Late payment charges may be applied, pursuant to South Carolina Public Service Commission Reg. 103-622.2, which provides that a maximum one and one-half (1.5) percent may be added to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears.
- 2.8.2 Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are bona fide Disputed Amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- 2.8.3 Late payment charges do not apply to final accounts.
- 2.8.4 Collection procedures and the requirement for a Deposit or Advance Payment are not affected by the application of a late payment charge.

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2. REGULATIONS, Continued

2.9 Adjustment of Bills

2.9.1 The Company will adjust customer bills as per the provisions of South Carolina Public Service Commission Reg. 103-623 as follows:

A. If for any reason a billing error has resulted in a greater or lesser charge than that incurred by the customer for the actual service rendered, then the method of adjustment for such overcharge or undercharge shall be as provided by the following:

1. If the Customer has been inadvertently overcharged, the Company will, for any amount of dollar (\$1.00) or more (amounts less than \$1.00 will be credited to account) at the customer's option, credit, or refund the excess amount paid by that customer or credit the amount billed as provided by the following:

a. If the interval during which the customer was overcharged can be determined, then the Company will credit or refund the excess amount charged during the interval, provided that the applicable statute of limitations shall not be exceeded.

b. If the interval during which the customer was overcharged cannot be determined then the Company will credit or refund the excess amount charged during the 12-month period preceding the date when the error was discovered.

c. If the exact amount of the overcharge incurred by the customer during the billing periods subject to adjustment cannot be determined, then the credit or refund will be based on an appropriate estimated amount of excess payment.

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2. REGULATIONS, Continued

2.9 Adjustment of Bills

2.9.1, Continued

A, Continued

2. If the Customer has been inadvertently undercharged, the Company may recover the deficient amount as follows:
 - a. If the interval during which a customer was undercharged can be determined, then the Company may collect the deficient amount incurred during the entire interval up to a maximum period of six months.
 - b. If the interval during which a customer was undercharged cannot be determined, then the Company may collect the deficient amount incurred during the six month period preceding the date when the billing error was discovered by the telecommunications utility.
 - c. The Customer shall be allowed to pay the deficient amount, in equal installments added to the regular monthly bills devoid of late charges, over the same number of billing periods which occurred during the interval the customer was subject to pay the deficient amount.

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2. REGULATIONS, Continued

2.10 Cancellation of Service By Customer

Cancellation of Service by the Customer can be made either verbally or in writing.

2.10.1 Cancellation Prior to Start of Design of Work or Installation of Facilities

If, prior to cancellation by the Customer, the Company incurs any expenses in installing Service or preparing to install Service that it would not otherwise have incurred, a charge equal to the cost the Company incurred will apply. In no case will this charge exceed the charge for the minimum period of Services ordered, including installation charges and Non-Recurring Charges, and all amounts others may charge the Company that would have been chargeable to the Customer had Service been initiated.

2.10.2 Cancellation Associated with Special Construction

Where the Company incurs an expense in connection with special construction before it receives a cancellation notice, or where special arrangements of facilities or equipment have begun before the Company receives a cancellation notice, a charge equal to the costs incurred applies. In such cases, the charge applies to allow the Company to recover the otherwise non-recoverable costs of engineering, labor, material, equipment and other related expenses.

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2. REGULATIONS, Continued

2.10 Cancellation of Service By Customer, Continued

2.10.3 Cancellation During Installation

If cancellation occurs between start and completion of installation, the Customer will be responsible for the estimated cost incurred, not to exceed the charge for the minimum period of services ordered and the total Non-Recurring Charges, including termination charges, applicable to the entire Service, equipment and facilities ordered.

2.10.4 Cancellation After Installation but Prior to Service Start-up

If cancellation notice is provided after completion of installation but prior to connection for Service, the Customer is responsible for the charges applicable as if the items involved were actually connected for Service and immediately ordered disconnected, including;

- A. All regularly applicable Service Connection Charges and Non-Recurring Charges, and
- B. All regularly applicable basic termination charges in full, and
- C. All regularly applicable minimum service charges, and
- D. Any other amounts as may be specified in the Tariff covering the items involved, and
- F. Any other amounts that were incurred as a result of expedited orders, or as a result of the cancellation, modification or deferral at the Applicant/Customer's request.

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2. REGULATIONS, Continued

2.10 Cancellation of Service By Customer, Continued

2.10.5 Cancellation of Service After Service Start-up

A Customer who wishes to have Service discontinued shall give at least 5 days oral or written notice to the telephone company, specifying the date on which it is desired that Service be discontinued. The Customer shall retain responsibility for Service and equipment charges until the day and time on which Service is requested to be discontinued. If the Customer fails to provide the Company with proper notice or access to the premises, the Customer shall continue to be responsible for equipment and Service rendered.

2.10.6 Subsequent Order Charges Due to Modification

In the case of a Customer-initiated modification of Service, charges for the subsequent order are in addition to the costs incurred before the Customer changed the original order.

2.11 Refusal or Termination of Service

Without incurring liability, the Company may disconnect Service to a Customer or a particular Customer location, or may refuse to provide Service, under the following conditions:

2.11.1 Termination of Service Without Notice

The Company may disconnect Service, or may withhold the provision of ordered or contracted Service, without advance written notice under the following conditions, as provided in South Carolina Commission Public Service Commission Reg. 103-625:

- A. The existence of an obvious hazard to the safety or health of the Customer, the general population, or the Company's personnel or facilities; or
- B. The Customer has used equipment in such a manner as to adversely affect the Company's service to others; or
- C. In the event of unauthorized use of Service.

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2. REGULATIONS, Continued

2.11 Refusal or Termination of Service, Continued

2.11.2 Termination of Service With Notice

- A. The Company may disconnect Service, or may withhold the provision of ordered or contracted Service, beginning five (5) days from the date of mailing written notice under the following conditions as set forth in South Carolina Public Service Commission Regs. 103-625 and 103-633:
1. For the customer tampering with equipment furnished and owned by the Company;
 2. For violation of and/or non-compliance with the Commission's Orders or regulations governing service supplied by the Company;
 3. For failure of the Customer to fulfill his contractual obligations for service and/or facilities subject to regulation by the Commission;
 4. For failure of the customer to permit the Company reasonable access to its equipment;
 5. For failure of the customer to provide the Company with a deposit as set forth in Section 2.5.4 above;
 6. For failure of the Customer to furnish permits, certificates, and/or right-of-ways, as necessary to obtain service, or in the event such permissions are withdrawn or terminated;
 7. Where there is probable cause to believe that there is illegal or willful misuse of Company's service; or
 8. For non-payment of that portion of the bill rendered by the local Company for telecommunications service billed for another telecommunications common carrier.

2. REGULATIONS, Continued

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2.11 Refusal or Termination of Service, Continued

2.11.2 Termination of Service With Notice, Continued

- B. In cases of extreme risk involving abnormal and excessive use of toll service, Service may be denied two (2) days after written notice is given to the Customer, unless satisfactory arrangements for payment are made.
- C. The Company will not be required to furnish its service or to continue its service to any applicant who, at the time of such application, is indebted under an undisputed bill to such telephone utility for telephone service previously furnished such applicant or furnished any other member of the applicant's household. However, for the purposes of this regulation, the telephone utility may not consider any indebtedness which was incurred by the applicant or any member of his household more than six (6) years prior to the time of application.

2.12 Reconnection of Customer's Service

Service shall be restored when the causes of disconnection have been removed and when payment or satisfactory arrangements for payment of all proper charges due from the Customer or Applicant, including any proper Deposit, have been made as provided for in the Tariff; or as the Commission may order pending resolution of any bona fide dispute between the Company and the Customer or Applicant over the disconnection.

	<u>Residence Maximum</u>	<u>Business Maximum</u>
Restoral Fee, Per Occurrence	\$40.00	\$55.00

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2. REGULATIONS, Continued

2.13 Miscellaneous

2.13.1 Special Conditions or Requirements

Where special conditions or special requirements of a Customer involve unusual construction or installation cost, the Customer may be required to pay a reasonable proportion of such costs or expense.

2.13.2 Telephone Numbers

Unless otherwise required by state or federal requirements, the Company may change the telephone number of a Customer for engineering, technical, or other reasons. In the event of a dispute between two (2) or more parties regarding use of a number, the decision of the Company will be final and binding on all parties, unless otherwise required by federal or state law.

2.13.3 Ownership and Access to Facilities

Facilities furnished by the Company are the property of the Company or a third-party vendor. The Customer will provide employees, distributors and agents of the Company access to such facilities, at all reasonable times, for the purpose of installing, rearranging, repairing, maintaining, inspecting, disconnecting, removing or otherwise servicing such facilities.

2.13.4 Installation, Rearrangement, Repair, Maintenance, Disconnection and Removal of Facilities

The Company will have control over the installation, rearrangement, repair, maintenance, and disconnection of all network facilities and network elements, owned, leased or otherwise obtained to ensure the required level of service.

2.13.5 Transfer and Assignments

The Customer may not assign or transfer its rights or duties in connection with the Services and facilities provided by the Company without the written consent of the Company and payment of the applicable charges.

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2. REGULATIONS, Continued

2.13 Miscellaneous, Continued

2.13.6 Notices and Communications

- A. The Customer will designate an address to which the Company will mail or deliver all notices and other communications. The Customer may also designate a separate address to which the Company's bills for Service will be mailed.
- B. The Company will designate on the bills an address to which the Customer will mail or deliver all notices and other communications. Company may designate a separate address on each bill for Service to which the Customer will mail payment on that bill.
- C. All notices or other communications required to be given pursuant to this Tariff will be in writing, unless otherwise provided.
- D. The Company or the Customer will advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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2. REGULATIONS, Continued

2.14 Interruptions of Service

2.14.1 General

- A. The Company may temporarily interrupt Service when necessary to effect repairs or maintenance; to eliminate an imminent threat to life, health, safety or substantial property damage; or for reasons of local, State or National emergency. Company shall establish procedures to be followed by its employees to prevent or mitigate interruption or impairment and provide prompt oral or written notification to affected Customers.
- B. It is the obligation of the Customer to notify the Company of any interruptions in Service. Before giving such notice, the Customer will ascertain that the trouble is not being caused by any action or omission of the Customer, is not within the Customer's control, and is not in wiring or equipment connected to the terminal of the Company.
- C. A credit allowance will not be given unless otherwise specified in this Tariff. A Service is interrupted when it becomes inoperative to the Customer, *e.g.*, the Customer is unable to transmit or receive because of a failure of a component furnished by the Company under this Tariff.
- D. If the Customer reports to the Company that a Service, facility or circuit is inoperative but declines to release it for testing and repair, or refuses access to Customer Premises for test and repair by the Company or an agent of the Company, the Service, facility or circuit is considered to be impaired but not interrupted. No credit allowance will be made for a Service, facility or circuit considered by the Company to be impaired.
- E. The Customer will be responsible for the payment of service charges as set forth herein when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including, but not limited, to the Customer.

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2. REGULATIONS, Continued

2.14 Interruptions of Service, Continued

2.14.2 Limitations of Allowances

No credit allowance will be made for any interruption in Service:

- A. Due to the negligence of, willful act of, or noncompliance with the provisions of this Tariff by, the Customer; or
- B. Due to the malfunction of Customer-owned telephone equipment; or
- C. Due to a Force Majeure; or
- D. During any period in which the Company is not given full and free access to Company-provided facilities and equipment for the purposes of investigating and correcting interruptions; or
- E. During any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements; or
- F. That occurs or continues due to the Customer's failure to authorize placement of any element of special construction; or
- G. That occurs when the Company, under the terms of the Contract for Service, suspends or terminates Services for nonpayment of charges; or
- H. For the unlawful or improper use of the facilities or Service.

2.14.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative Service used.

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2. REGULATIONS, Continued

2.14 Interruptions of Service, Continued

2.14.4 Application of Credits for Interruptions in Service

- A. Credits for interruptions in Service that is provided and billed on a flat rate basis for a minimum period of at least one (1) month, beginning on the date that billing becomes effective, will in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of Service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Credit will be given only for that portion of the Customer's Service affected by the interruption.
- B. For calculating allowances, every month is considered to have thirty (30) days.

2.14.5 Credit Allowance for Interruptions in Service

If the interruption is for more than twenty four (24) hours, an allowance, at the rate for that portion of the Customer's Service affected by the interruption, will be made upon request for the time such interruption continues after the fact is reported by the Customer or detected by the Company as follows:

- A. If the interruption is for twenty four (24) hours or less, no allowance will be made.
- B. If the interruption continues for more than twenty-four (24) hours, the allowance will be equal to one thirtieth ($1/30^{\text{th}}$) of the monthly rates for the first full twenty four (24) hour period and for each succeeding twenty four (24) hour period or fraction thereof.

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2. REGULATIONS, Continued

2.15 Returned Check Charge

When a check which has been presented to the Company by a Customer in payment for charges, including Deposits and Advance Payments, is returned by a financial institution which refuses to honor it for insufficient funds or a closed or non-existent account, the Customer will be assessed a charge. Return check charges may be applied in an amount not to exceed that allowed by applicable state law, as contained in South Carolina Code Section 34-11-70.

2.16 Customer Service

Correspondence from the Customer to the Company must be addressed to the attention of the Company's Customer Service department and sent to the appropriate office as listed on the Customer bill. The Customer may also contact the Company's Customer Service department by calling a toll free number provided on the Customer bill.

2.17 Termination Liability

2.17.1 Customers who discontinue Services provided under a volume and/or term contract, prior to the expiration of the contract, may be subject to a termination charge.

2.17.2 Payment of the termination charge does not release the Customer from other amounts owed to the Company including the balance of any Non-Recurring Charges that have been spread over the term of the contract.

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2. REGULATIONS, Continued

2.17 Termination Liability

2.17.3 Early Termination Liability

- A. If a Customer discontinues Services provided under a term pricing plan prior to the completion of the term, the Customer will be liable for an early termination charge. The termination charge will be the lesser of:
1. The present value of all monthly charges remaining under the term plan; or
 2. The dollar difference, including interest, between (1) the current Monthly Charge(s) for the longest term pricing plan that could have been completed based on the time the Customer actually received the Service and (2) the Monthly Charge(s) under the term pricing plan currently in effect; multiplied by the number of months (any partial month to be represented by a fraction) that the Customer received the Service.

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2. REGULATIONS, Continued

2.17 Termination Liability

2.17.3 Early Termination Liability, Continued

- B. The Customer will also be responsible for paying any Non-Recurring Charges the Company originally waived that the Customer would have been charged if the Customer had initially obtained Services on a Month-to-Month basis (or, if Service is not available on a month-to-month basis, under the shortest term available for the Service). Such amount will bear interest as set forth below.
- C. The Customer will also be responsible for payment in full of any Non-Recurring Charges that the Company had agreed to spread out over the term of the plan, such amounts to bear interest as set forth below.
- D. For purposes of this section, interest and present value will be calculated using the Prime Rate as reported in the Wall Street Journal on January 1st for the year during which Service is discontinued.
- E. All early termination liability set forth above is due and owing within thirty (30) days of termination of Service.
- F. For example, suppose the Customer discontinues a thirty-six (36) month contract during the twentieth (20) month of Service. Suppose, further, the sixty (60) month, thirty-six (36) month, twelve (12) month and month-to-month terms were available. The Customer's termination charge under this section would be the difference between the twelve (12) month rate and the thirty-six (36) month rate, multiplied by the twenty (20) months the customer received Service, plus (1) any Non-Recurring Charges the Company had waived, with interest, and (2) the remaining balance on any Non-Recurring Charges the Company had agreed to spread out over the term, with interest.

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2. REGULATIONS, Continued

2.17 Termination Liability

2.17.4 Prior to the completion of the selected Service term plan, the Customer may renew or change to a different term plan without incurring early termination charges, provided the new term plan: (1) is for an equal or greater number of circuits than the number ordered originally, and (2) is greater in length than the number of months remaining on the original Service term. Monthly Charges for the new term plan will be based on rates in effect at the time the new plan is ordered.

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2. REGULATIONS, Continued

2.18 Service Provider Options

2.18.1 No Primary Interexchange Carrier (PIC) Option

Customers have the option of not selecting a toll provider as primary carrier for intraLATA and/or interLATA toll traffic, thus requiring the customer to use an access code to obtain toll providers' services (i.e., 1010-XXX).

2.18.2 Two PIC Option

Customers will be able to select one toll provider for intraLATA toll calls and, if so desired, the same or another toll provider for interLATA toll calls.

2.18.3 Preferred Carrier Freeze (PCF)

The Company offers a free service called Preferred Carrier Freeze. This service is available to all Customers. PCF allows Customers to designate their local long distance (intraLATA) provider, long distance (interLATA) provider, and a local exchange service provider as permanent choices which may not be changed absent further authorization from the Customer. The Company will send a letter to each Customer upon initiation or transfer of service, which informs the Customer of the option to freeze his/her intraLATA, interLATA and local service provider choice(s). At the time a Customer contacts the Company to establish a freeze, a representative will advise him/her on how to facilitate a change of provider(s) on a frozen account.

2.18.4 Carrier Change Charge

After the initial 30-day period, or at any time after an initial carrier selection has been made, any carrier selection or change is subject to a Non-Recurring Charge, per change, per line:

Maximum Charge: \$10.00

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3. APPLICATION OF RATES

3.1 Introduction

The regulations set forth in this section govern the application of rates for Services contained in other sections of this Tariff. The Company will notify the Commission of the rates and charges and the terms and conditions of any promotion. Rates are presented in maximum format in the Tariff. Effective rates are presented in the Price List attached. Maximum rates are the rate ceilings. Rates set forth in the Price List can be adjusted up to the rate ceiling after notification to the Commission pursuant to applicable Commission rules.

3.2 Service Trials and Special Promotions

The Company may conduct technical trials of its Service on a limited basis to test and evaluate service capabilities, implementation procedures, and technical processes. The Company may also offer special offerings for market research, rate experimentation, or promotional purposes. These trial/promotional offerings may include waiving or reducing the applicable charges for the Service. The trial or promotion may also be held for a limited duration for specific locations within the state. The waiver of any charge, other than a Nonrecurring Charge, shall not exceed one (1) year. The Commission will be notified of the trial or promotion prior to its being offered to the public in accordance with Commission regulation.

3.3 Individual Case Basis Arrangements

When the Company furnishes a facility or Service for which a rate or charge is not specified in the Company's Tariff, or when the Company offers rates or charges which may vary from Tariff arrangements, rates and charges will be determined on an Individual Case Basis (ICB). The rates and charges for ICBs will be specified by contract between the Company and the Customer.

3.4 Special Arrangements

Where the Company furnishes a facility or Service for which a rate or charge is not specified in the Company's Tariff, charges will be based on the costs incurred by the Company and may include: (1) non-recurring type charges; (2) recurring type charges; (3) termination liabilities; and (4) combinations thereof.

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3. APPLICATION OF RATES, Continued

3.5. Rate Application Description

3.5.1 Rates for basic local exchange service are related to the total number of exchange access lines and PBX trunks in the local calling area.

3.5.2 Customers subscribing to a total of 1,000 or more PBX trunks or Network Access Registers ("NARs"), on a statewide basis, will receive a ten (10) percent discount on the monthly recurring rates for these services and on any billed local usage associated with these PBX trunks or NARs. Customer accounts will be reviewed annually to determine eligibility for the discount.

3.5.3 Base Rate Areas, Zone Rate Areas and Exchange Service Areas for each exchange are identified on maps filed by BellSouth Telecommunications, Inc.

3.6. Rate Group Definition

Group	Exchange Access Lines and PBX Trunks Upper Limits
1	7,000
2	15,000
3	28,500
4	50,000
5	78,000
6	125,000
7	Unlimited

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3. APPLICATION OF RATES, Continued

3.7 Business Rate Application

3.7.1 The term "Business Line" denotes Service provided when any of the following conditions exist:

- A. The line is used primarily or substantially for a paid commercial, professional, governmental, educational or institutional activity; or
- B. The line is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
- C. The line uses a Service number listed as the principal or only number for a business in any telephone directory; or
- D. The line is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided. The use of a line without compensation or reimbursement for a charitable or civic purpose will not constitute business use or render such line a "Business Line"; or

The line does not otherwise qualify as a Residential Line (as defined herein).

3.8 Residential Rate Application

3.8.1 The term "Residential Line" denotes Service provided when any of the following conditions exist:

- A. The line does not qualify as a Business Line, or
- B. It is used primarily and substantially for social or domestic purposes; and

The line is located in a residence, or, in the case of a combined business and residence Premises, is located in a bona fide residential quarters of such Premises and a separate Business Line is located in the business quarters of the same Premises.

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3. APPLICATION OF RATES, Continued

3.9 Rates Based Upon Distance

Where charges for a Service are specified based upon distance, the following rules apply:

3.9.1 "V and H Coordinates"

Distance between two (2) points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is a set of geographic "V" and "H" coordinates associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). The "V" and "H" coordinates for each Rate Center are found in the Local Exchange Routing Guide (LERG) issued by Telcordia. Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the Rate Center of the Customer's main billing telephone number.

The airline distance between any two (2) rate centers is determined as follows:

- A. Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the LERG.
- B. Compute the difference between the "V" coordinates of the two (2) Rate centers; and the difference between the two (2) "H" coordinates.
- C. Square each difference obtained in step B. above.
- D. Add the square of the "V" difference and the square of the "H" difference obtained in step C. above.
- E. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

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3. APPLICATION OF RATES, Continued

3.9 Rates Based Upon Distance, Continued

3.9.1 "V and H Coordinates", Continued

F. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

G. FORMULA

$$\sqrt{\frac{(V1-V2)^2 + (H1-H2)^2}{10}}$$

3.10 Miscellaneous Charges

3.10.1 Maintenance and Repair Charges

A. Non-Designed Services

The Customer shall be responsible for the installation, operation and maintenance of any terminal equipment, communications systems or Premises cable and wire on the Customer's side of the Demarcation Point. As such, a Trouble Isolation Charge will apply for each repair visit by a technician to the Customer's Premises where the local exchange service difficulty or trouble is not found to be on the Company's side of the Demarcation Point. In such instances, the Customer may utilize any entity of their choosing to make the necessary repairs to alleviate the problem. This charge will not apply when the trouble is found to be in the Company's facilities.

Maximum Charge

Trouble Isolation	\$100.00
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3. APPLICATION OF RATES, Continued

3.10 Miscellaneous Charges, Continued

3.10.1 Maintenance and Repair Charges, Continued

B. Designed Services

The following charges are applicable to designed Services for work performed that is considered above and beyond normal circuit design, installation and maintenance activities.

1. Additional Engineering

Additional Engineering will be provided by the Company at the request of the Customer only when:

- a. A Customer requests additional technical information after the Company has already provided the technical information normally included on the Design Layout Report;
- b. The Company engineers a Customer's request for a customized Service that is not considered by the Company to be a standard offering.

2. Overtime Installation

Overtime installation is that part of the Company installation effort that takes place outside of normally scheduled working hours.

3. Stand-by Time

Stand-by Time includes all time in excess of one-half (1/2) hour during which Company personnel stand by while the Customer or third party makes installation acceptance tests or performs cooperative tests with a Customer to verify facility repair on a given Service.

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3. APPLICATION OF RATES, Continued

3.10 Miscellaneous Charges, Continued

3.10.1 Maintenance and Repair Charges, Continued

B. Designed Services, Continued

4. Testing Time

Additional testing, maintenance or repair of facilities which connect to facilities of other service providers which is in addition to the normal effort required to test, maintain or repair facilities provided solely by the Company.

5. Maintenance of Service

When a Customer reports a trouble on a designed Service to the Company for clearance and the trouble is not found to be on the Company's side of the Demarcation Point, the Customer shall be responsible for the payment of a Maintenance of Service Charge for the period of time Company personnel are dispatched to the Customer's Premises. No charge will be applied if the trouble is found in the Company's facilities.

When the Company dispatches personnel to the Customer's Premises, and the trouble is found to be in equipment or communications systems provided by another service provider, the Maintenance of Service Charge shall include all time for technicians dispatched, including technicians dispatched to other locations for the purposes of testing with those dispatched to the Customer Premises.

A dispatch of Company personnel at a time period not consecutive with their scheduled work period is subject to Overtime and / or Premium charges. The Maintenance of Service Charge is applied and billed in increments of thirty (30) minutes. No credit allowance will be applicable for the interruption of Service involved if the Maintenance of Service Charge applies.

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3. APPLICATION OF RATES, Continued

3.10 Miscellaneous Charges, Continued

3.10.1 Maintenance and Repair Charges, Continued

B. Designed Services, Continued

6. Non-Productive Dispatch

The period of time a technician is dispatched, but is unable to complete the requested work because the technician is denied access to the Premises.

7. Additional Labor

Labor that is requested by the Customer in the provisioning or maintenance of Service that is not classified as any other type mentioned above.

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3. APPLICATION OF RATES, Continued

3.10 Miscellaneous Charges, Continued

3.10.1 Maintenance and Repair Charges, Continued

C. Maximum Charges

		<u>Maximum</u> First Half Hour or Fraction Thereof	Each Add'l Half Hour or Fraction Thereof
1.	<u>Additional Engineering</u>		
	- Basic Time	\$ 100.00	\$ 70.00
	- Overtime	154.00	102.00
2.	<u>Overtime Installation</u>		
	- Overtime	450.00	240.00
	- Premium Time	600.00	320.00
3.	<u>Stand-by Time</u>		
	- Basic Time	0.00	170.00
	- Overtime	0.00	240.00
	- Premium Time	0.00	320.00
4.	<u>Testing Time</u>		
	- Basic Time	170.00	110.00
	- Overtime	200.00	160.00
	- Premium Time	220.00	180.00
5.	<u>Maintenance of Service</u>		
	- Basic Time	164.00	100.00
	- Overtime	192.00	128.00
	- Premium Time	220.00	156.00
6.	<u>Non-Productive Dispatch</u>		
	- Basic Time	170.00	110.00
	- Overtime	200.00	160.00
	- Premium Time	220.00	180.00
7.	<u>Additional Labor</u>		
	- Basic Time	170.00	110.00
	- Overtime	200.00	160.00
	- Premium Time	220.00	180.00

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3. APPLICATION OF RATES, Continued

3.10 Miscellaneous Charges, Continued

3.10.2 Change Order Charges

The following charges will apply on a per order basis, unless otherwise specified, for the changes / actions specified.

	<u>Maximum</u>
- Change a Directory Listing	\$15.00
- Add Directory Listing	15.00
- Change To or From Hunting	20.00
- Rearrange Hunting, per line	6.00
- Change Telephone Number	50.00
- Change Class of Service	50.00

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4. LOCAL EXCHANGE SERVICES

4.1 Description

4.1.1 The Company's local exchange Service provides the Customer with the ability to connect to the Company's switching network which enables the Customer to:

- access 911 or E-911 (where available);
- access other telecommunication carriers;
- place or receive Operator Service calls;
- place calls to Directory Assistance;
- place calls to toll free 8XX telephone numbers;
- access TRS; (using 711, where available)
- access 900/976 numbers;
- obtain a copy of the local White Pages Directory; and
- include a listing in the local White Pages Directory.

4.1.2 The following capabilities are also provided with the Company's local exchange Service:

- Caller ID Blocking, per call (using *67 at no charge)
- Caller ID Blocking, per line (available to qualified customers where required, e.g., abuse hotline)
- 900/976 Blocking, per line (upon customer request at no charge)
- Touch-Tone

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4. LOCAL EXCHANGE SERVICES, Continued

4.2 General Regulations

4.2.1 Service Area

Base Rate Areas, Zone Rate Areas and Exchange Service Areas for each exchange are identified on maps filed by BellSouthTelecommunications, Inc.

4.2.2 Availability

Services are provided subject to technological availability and compatibility with Customer facilities. Services, rates, and Contract conditions may not be available in all areas.

4.2.3 Local Calling Areas

- A. The Company's Local Calling Areas within South Carolina are defined geographical exchange areas. Calls within these areas are completed using a local dialing pattern and are not rated as toll calls.
- B. The Company will provide Service in the area currently served by BellSouth Communications, Inc. as listed in Section 12 of this Tariff.
- C. The Company concurs in BellSouth Telecommunications, Inc.'s exchange areas as permitted by Commission rules, regulations and orders. Local Calling Areas, for Customers whose Premises are located in the exchanges listed in Section 12 will be the same as BellSouth Telecommunications, Inc.'s local calling areas.

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4. LOCAL EXCHANGE SERVICES, Continued

4.3 Emergency Services (911/Enhanced 911)

4.3.1 Emergency Service (911/Enhanced 911) allows Customers to reach appropriate emergency agencies including police, fire and ambulance services.

4.3.2 Emergency Service (911/E911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

4.4 Telecommunications Relay Service

4.4.1 Telecommunications Relay Service enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone ("TT") or similar devices to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider to complete such calls by either dialing the applicable telephone number directly or by dialing the number 711, where available.

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4. LOCAL EXCHANGE SERVICES, Continued

4.5 Business Service Offerings

4.5.1 SBC Phone Solution for Business:^{1,4,5} Provides the customer with a single, voice-grade, DTMF communications Channel. Each local exchange Channel will include a telephone number and the following features:

Auto Redial ²	Call Waiting/Cancel Call Waiting ²
Call Blocker ²	Call Waiting ID ²
Call Forwarding ²	Caller ID Name and Number ²
Call Forward/Busy Line-Don't Answer ²	Local Usage (Business) ³
Call Forwarding-Selective ²	Message Waiting Indicator ²
Call Return ²	Priority Call ²
Call Trace	Three-Way Calling ²

4.5.2 SBC Multi-Line for Business:^{1,2,4,5} Provides the Customer with a single, voice-grade, DTMF communications Channel when purchased in addition to the SBC Phone Solution for Business. Each local exchange Channel will include a telephone number and the following features:

Call Trace	
Caller ID Name and Number ²	<u>Choice between:</u> ²
Local Usage (Business) ³	Series Completion Hunting or
Three-Way Calling ²	Circular Hunting

¹ May be ordered in quantities greater than one.

² May not be available in all areas.

³ As described in 4.5.3.

⁴ May be used as an Access Advantage Plus Line, as described in 4.5.5.

⁵ The Customer may elect to deactivate any of the features; however, the rate will remain the same.

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4. LOCAL EXCHANGE SERVICES, Continued

4.5. Business Service Offerings, Continued

- 4.5.3. Local Usage (Business): Provides the ability to place and receive locally dialed calls over the public switched network. This capability is an inherent feature of SBC Phone Solution for Business, SBC Multi-Line for Business and Basic Business Line Services. It is provided on an unlimited, flat rate basis.
- 4.5.4. Access Advantage Plus Trunk: Provides the Customer with local access to the public switched network, with a trunk-side digital voice-grade connection. The transport facility, from the Customer Premises to the serving central office, is provided via Access Advantage Plus Service and provides for inward and/or outward capability. Direct Inward Dialing (DID) functionality is provisioned along with a single telephone number per trunk group. Section 7, of this Tariff, includes rates and regulations for Access Advantage Plus.
- 4.5.5. Access Advantage Plus Line: Provides the customer with local access to the public switched network, with a line-side digital voice-grade connection. The transport facility, from the Customer Premises to the serving central office, is provided via Access Advantage Plus Service. One telephone number is provided. Section 7, of this Tariff, includes rates and regulations for Access Advantage Plus.

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4. LOCAL EXCHANGE SERVICES, Continued

4.5 Business Service Offerings, Continued

4.5.7 Optional Features (Business): The following are available as additional optional features to SBC Phone Solution for Business, SBC Multi-Line for Business and Basic Business Line Services, as indicated, at an additional charge. All features may not be available in all areas.

Anonymous Call Rejection ^{1,2,4}	Circular Hunting ^{2,3,4}
Auto Redial ^{2,4}	Message Waiting Indicator ^{2,4}
Call Forward/Busy Line- Don't Answer ^{2,4}	Priority Call ^{2,4}
Call Forwarding ^{2,4}	Remote Access to Call Frwdg. ^{1,2,4}
Call Forwarding-Selective ^{2,4}	Series Completion Hunting ^{2,3,4}
Call Forwarding-Simultaneous ^{1,2,4}	Speed Calling 8 ^{1,2,4}
Call Waiting ID ^{2,4}	Toll Restriction ^{1,2,4}
Call Blocker ^{2,4}	Call Return ^{2,4}
Call Waiting ^{2,4}	Three-way Calling ^{2,4}
Caller ID Name & Number ^{2,4}	International Call Blocking ^{1,2,4}
Call Forwarding-Busy Line ^{1,2,4}	Call Forwarding-Don't Answer ^{1,2,4}

4.5.8 Basic Business Line⁵: Provides the Customer with a single, voice-grade, DTMF communications Channel. Each local Channel will include a telephone number and unlimited usage. This line has the capabilities listed in 4.1, preceding. Any of the available optional features offered may be ordered and associated with this line at rates and charges stated in 4.8, following.

Basic Business Line(s) is/are available to Customers purchasing five (5) or more lines at a single location or to Customers who have purchased another Company offered local exchange service offering at the same location.

¹ Available as an additional option with SBC Phone Solution for Business.

² Available as an additional option with SBC Multi-Line for Business.

³ Available as an additional option with SBC Multi-Line for Business when not selected under 4.5.2.

⁴ Available as an option with Basic Business Line.

⁵ May not be available in all areas.

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4. LOCAL EXCHANGE SERVICES, Continued

4.6 Residence Service Offerings

4.6.1 SBC Phone Solution for Residence:¹ Provides the Customer with a single, voice-grade, DTMF communications Channel. Each local exchange Channel will include a telephone number and the following features:

Anonymous Call Rejection ²	Call Waiting ID ²
Auto Redial ²	Call Waiting/Cancel Call Waiting ²
Call Blocker ²	Caller ID Name and Number ²
Call Forwarding – Selective ²	Local Usage (Residence)
Call Forwarding ²	Message Waiting Indicator ²
Call Forwarding/Busy Line-Don't Answer ²	Priority Call ²
Call Return ²	Speed Calling 8 ²
Call Trace	Three-Way Calling ²

4.6.2 SBC Multi-Line for Residence²: Provides the Customer with a single, voice-grade, DTMF communications Channel when purchased in addition to the SBC Phone Solution for Residence. Each local exchange Channel will include a telephone number and Local Usage (Residence).

4.6.3 Local Usage (Residence): Provides the ability to place and receive locally dialed calls over the public switched network. This capability is an inherent feature of SBC Phone Solution for Residence and SBC Multi-Line for Residence Services. It is provided on an unlimited, flat rate basis.

4.6.4 Optional Features²: Available as optional features to SBC Phone Solution for Residence or SBC Multi-Line for Residence Services, as indicated, at an additional charge. All features may not be available in all areas.

Call Forwarding-Simultaneous ³	Call Forwarding-Busy Line ^{3,4}
SBC Multi-Line for Residence ³	Call Forwarding-Don't Answer ^{3,4}
Remote Access to Call Forwarding ³	International Call Blocking ^{3,4}
Toll Restriction ^{3,4}	

¹ The Customer may elect to deactivate any of the features, however, the rate will remain the same.

² May not be available in all areas.

³ Available as an additional option with SBC Phone Solution for Residence.

⁴ Available as an additional option with SBC Multi-Line for Residence.

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4. LOCAL EXCHANGE SERVICES, Continued

4.7 Features – Description

Anonymous Call Rejection – prevents calls that are blocked (*67 per call blocking or per line blocked call) from reaching the phone of the user. The phone never rings and the caller hears a message stating that the number dialed will not receive blocked calls.

Auto Redial – calls back the last number called, whether to re-contact a person or because of a busy signal. If the line is busy, Auto Redial will continue to try the number for up to 30 minutes. When the line becomes free, the call will be placed and a special ring will notify the user. Calls can be placed or received while Auto Redial is at work. In addition, more than one number can be re-dialed at a time.

Call Blocker – allows the user to reject calls from up to ten numbers, including the last number called if the user so designates. When a call from the list comes in, the user's phone does not ring while the caller hears a recording indicating the call will not be accepted.

Call Forwarding – directs all incoming calls to any customer designated phone number.

Call Forwarding/Busy Line – Don't Answer (BLDA) – allows incoming calls that encounter a busy condition or are not answered after a customer-designated interval, to be automatically forwarded to another telephone number. The subscriber designates the number(s) when the service is ordered. The Busy Line and the Don't Answer functionality may be ordered as separate features.

Call Forwarding Selective – forwards up to 10 numbers to the number designated by the user.

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4. LOCAL EXCHANGE SERVICES, Continued

4.7 Features – Description, Continued

Call Forwarding Simultaneous - forwards more than two calls that come in at the same time. With all other Call Forwarding services, only two calls can come in at the same time without the caller getting a busy signal. A Simultaneous Call Forwarding user can choose from 3-99 calls being forwarded at one time without receiving a busy signal.

Call Return – calls back the last incoming number that called, even if the user does not know the name or number of the caller. If the line is busy, Call Return keeps trying for up to 30 minutes. When the line is free, Call Return gives a signal with a special ring, and then proceeds to place the call. Calls can be placed or received while Call Return is at work. In addition, more than one number can be called back at a time.

Call Trace – initiates a trace on the last call received. The number from which threatening or obscene calls are made will be provided to the local law enforcement authorities should the user wish to file a complaint. Call Trace is available on a pay per use basis.

Call Waiting/Cancel Call Waiting – alerts the user with a special tone when there is an incoming call. The initial call can be placed on hold while the incoming call is answered. Cancel Call Waiting, a free feature of Call Waiting, temporarily turns off Call Waiting by the user pushing *70 before the call is made.

Call Waiting ID – allows the subscriber to see the name and number of the incoming call when Call Waiting activates. The caller can then answer the call or choose to not answer it. Type 2 or higher CPE is needed for this service to function properly.

Caller ID Blocking – blocks the Customer's name and number from being transmitted on all outgoing calls from a particular line. Per call blocking is achieved by pressing *67 prior to each call, while per line blocking blocks the name and number of every outgoing call. Dialing a special code prior to dialing the number of the person being called can unblock the number and name. Caller ID Blocking is provided at no charge.

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4. LOCAL EXCHANGE SERVICES, Continued

4.7 Features – Description, Continued

Caller ID Name and Number – displays and records both the name and number of anyone who calls. Display equipment is required and must be purchased separately.

Hunting-Circular – allows a complete hunt over all the access lines in a prearranged access line hunt group. If no idle access line is encountered the hunting will continue until it reaches the access line that was originally called.

Hunting-Series Completion - hunting for an idle access line starts with the called access line in a prearranged hunt group and ends with the last access line in the hunt group, completing the call to the first idle access line encountered. Unless the first access line in the hunt group is called, only a portion of the access line group is hunted.

International Call Blocking - blocks the Customer from being able to place an outgoing call from a particular line to an international number.

Message Waiting Indicator - provides both stutter dial tone and a visual indicator that lets the user know there is a message in the voice mailbox. The visual indicator requires type 2.5 or higher CPE.

SBC Multi-Line for Business – an additional voice grade DTMF communications channel to SBC Phone Solution for Business. It also provides Caller ID Name and Number, Three-Way Calling, and the customer's choice of hunting options (circular or series completion) and unlimited local usage.

SBC Multi-Line for Residence – an additional voice grade DTMF communications channel to SBC Phone Solution for Residence and provides unlimited local usage.

Priority Call - allows the user to program the phone to recognize calls from specific numbers. A special ring is heard when one of those numbers calls.

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4. LOCAL EXCHANGE SERVICES, Continued

4.7 Features – Description, Continued

Remote Access to Call Forwarding (RACF) - allows the user to control and change Call Forwarding from any touch-tone phone.

Speed Calling 8 - allows the user to quickly dial up to 8 local or long distance numbers with the pressing of one button.

Three Way Calling - connects three people in three different places at the same time. In addition, the user can put one person on hold while speaking to the third party.

Toll Restriction - is a central office feature that blocks all calls preceded by a 0 or 1 and denies access to operator services. However, calls to Inward WATS services and 1+ calls to the Company business offices, repair services and 911 are not blocked.

900/976 Blocking -blocks the customer from being able to place an outgoing call from a particular line to a number with a 900/976 prefix.

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4. LOCAL EXCHANGE SERVICES, Continued

4.8 Rates and Charges

4.8.1 Business Rates

	<u>Monthly Rate</u>	<u>Nonrecurring</u>
	<u>Max</u>	<u>Max</u>
A. <u>SBC Phone Solution for Business</u> , per line		
	\$ 65.00	\$ 75.00
B. <u>SBC Multi-Line for Business</u> ² per line		
	35.00	75.00
C. <u>Basic Business Line</u> ¹ per line		
	35.00	75.00
D. <u>Local Usage (Business)</u> , ¹ per line/channel ²		
	0.00	0.00

¹ May not be available in all areas.

² No Charge (unlimited)

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4. LOCAL EXCHANGE SERVICES, Continued

4.8 Rates and Charges, Continued

4.8.1 Business Rates, Continued

	<u>Monthly Rate</u> <u>Max</u>	<u>Nonrecurring</u> <u>Max</u>
E. Optional Features (Business) ¹ : per line/channel		
Anonymous Call Rejection	\$ 5.00	\$15.00
Auto Redial	5.00	15.00
Call Blocker	7.00	15.00
Call Forwarding	5.50	15.00
Call Forwarding/Busy Line	5.50	15.00
Call Forwarding/Don't Answer	5.50	15.00
Call Forward/Busy Line - Don't Answer	7.00	15.00
Call Forwarding-Selective	5.00	15.00
Call Forwarding-Simultaneous	10.00	15.00
Call Return	5.00	15.00
Call Trace (per occurrence) ²	0.00	4.00
Call Waiting/Cancel Call Waiting	8.00	15.00
Call Waiting ID	10.00	15.00
Caller ID Blocking-Per Line	5.00	5.00

¹ May not be available in all areas.

² This charge applies per occurrence. No monthly rate applies.

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4. LOCAL EXCHANGE SERVICES, Continued

4.8 Rates and Charges, Continued

4.8.1 Business Rates, Continued

	<u>Monthly Rate</u> <u>Max</u>	<u>Nonrecurring</u> <u>Max</u>
E. Optional Features (Business) ¹ : per line/channel, Continued		
Caller ID Name & Number	\$10.00	\$15.00
Circular Hunting	10.00	15.00
International Call Blocking	0.00	17.00
Message Waiting Indicator	0.00	0.00
Priority Call	5.00	15.00
Remote Access to Call Forwarding	7.50	15.00
Series Completion Hunting	10.00	15.00
Speed Calling 8	5.00	15.00
Three Way Calling	5.00	15.00
Toll Restriction	7.50	15.00
900/976 Blocking	0.00	0.00

¹ May not be available in all areas.

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4. LOCAL EXCHANGE SERVICES, Continued

4.8 Rates and Charges, Continued

4.8.1 Business Rates,¹ Continued

	<u>Monthly Rate</u> <u>Max</u>	<u>Nonrecurring</u> <u>Max</u>
F. <u>Access Advantage Plus Line:</u>		
SBC Phone Solution for Business, per channel ¹		
Month-to-Month	\$33.75	\$75.00
12 Months	30.00	75.00
24 Months	29.00	75.00
36 Months	28.00	75.00
G. <u>Access Advantage Plus Line:</u>		
SBC Multi-Line for Business, per channel ¹		
Month-to-Month	25.00	75.00
12 Months	20.00	75.00
24 Months	20.00	75.00
36 Months	19.00	75.00
H. <u>Access Advantage Plus Trunk: per channel ¹</u>		
Month-to-Month	38.00	75.00
12 Months	36.00	75.00
24 Months	36.00	75.00
36 Months	34.00	75.00
I. <u>Direct Inward Dialing (DID) Numbers:</u> ²		
Initial Block of 10 Numbers	3.00	20.00
Additional Block of 10 Numbers	3.00	20.00

¹ Only available when associated with Access Advantage Plus Service and not as a stand-alone feature.

² Quantities must be ordered in multiples of ten.

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4. LOCAL EXCHANGE SERVICES, Continued

4.8 Rates and Charges, Continued

4.8.2 Residence Rates

	<u>Monthly Rate</u> <u>Max</u>	<u>Nonrecurring</u> <u>Max</u>
A. <u>SBC Phone Solution for Residence</u> , per line:		
	\$ 45.00	\$ 55.00
B. <u>SBC Multi-Line for Residence</u> ¹ , per line:		
	45.00	55.00
C. <u>Local Usage (Residence)</u> , per line/channel ³		
	0.00	0.00
D. <u>Optional Features (Residence)</u> ¹ , per line/channel:		
Call Forwarding-Simultaneous	10.00	15.00
Call Forwarding/Busy Line	5.50	15.00
Call Forwarding/Don't Answer	5.50	15.00
Remote Access to		
Call Forwarding	7.50	15.00
Toll Restriction	7.50	15.00
900/976 Blocking	0.00	0.00
Call Trace, (per occurrence) ²	0.00	4.00
Caller ID Blocking-per line	0.00	0.00
International Call Blocking	5.00	17.00

¹ May not be available in all areas.

² This charge applies per occurrence. No monthly rate applies.

³ No Charge (unlimited)

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5. WHITE PAGES DIRECTORY LISTINGS

5.1 General Regulations

5.1.1 Primary Listing

The Company shall provide for a single White Pages Directory Listing, termed the "primary listing," in the local White Pages telephone directory published by the Incumbent Local Exchange Carrier (ILEC) in the Customer's exchange area. The primary listing will be the telephone number that is designated as the Customer's main billing number. White Pages Directory Listings of additional Customer telephone numbers associated with the Customer's service will be provided for a monthly recurring charge per listing.

5.1.2 Length of Directory White Pages Listing

The Company reserves the right to limit the length of any White Pages 9933 Directory Listing by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one (1) line is required to properly list the Customer, additional charges will not apply.

5.1.3 Right of Refusal

The Company may refuse a White Pages Directory Listing which is known not to constitute a legally authorized or adopted name, where obscenities or offensive material appear in the listing, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any White Pages Directory Listing that is found to be in violation of its rules with respect thereto.

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5. WHITE PAGES DIRECTORY LISTINGS, Continued

5.1 General Regulations, Continued

5.1.4 Sections

Each White Pages Directory Listing must be designated as either "Government", "Business" or "Residence" so that it can be placed in the appropriate section of the White Pages Directory. In order to aid the user of the White Pages Directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business section and only residential listings in the Residential section. The Company, upon notification to the customer, will withdraw any White Pages Directory Listing that is found to be in violation of its rules with respect thereto.

5.1.5 Schedule

In order for listings to appear in an upcoming White Pages Directory, the Customer must furnish the listing to the Company in time to meet the directory-publishing schedule.

5.1.6 Other Requirements

The Customer's White Pages Directory Listing may be subject to other requirements imposed by the ILEC publishing the telephone directory.

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5. WHITE PAGES DIRECTORY LISTINGS, Continued

5.2 Descriptions

White Pages Directory Listings are provided in connection with each customer service as specified herein.

5.2.1 Primary Listing

A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. A primary White Pages Directory Listing is provided in connection with local exchange service at no additional charge.

5.2.2 Additional Listings

In connection with Business Service, additional listings are available to be printed in the White Pages Directory in the names of Authorized Users of the Customer's service, as defined herein. Rates for additional listings are specified in this Tariff.

5.2.3 Non-published Listings

Listings that are not printed in the White Pages Directory are referred to as Non-published Listings. These types of listings are not available from Directory Assistance and are omitted or deleted from Directory Assistance records. Non-published Listing Service will be furnished, at the Customer's request, subject to the provisions of and charges in this Tariff.

5.2.4 Non-listed Service

Non-listed Service will be furnished at the customer's request, providing for the omission of the customer's listing from the White Pages Directory. Such listings will be maintained in the Directory Assistance database and other records and will be provided upon request to callers of Directory Assistance. Charges for Non-listed Service are specified in this Tariff.

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5. WHITE PAGES DIRECTORY LISTINGS, Continued

5.2 Descriptions, Continued

5.2.5 Dual Name Listings

In the case of a residence, where two persons sharing the same surname and residing at the same address, or for a person known by two first names may be listed in the directory with a surname, two first names, address and telephone number. In the case of a business enterprise, the name of the business or of a member, officer, employee, or representative thereof, or the name of another business that the customer owns, controls, or represents may be listed along with the address and telephone number.

5.2.6 Rates

	<u>Monthly Rate</u> <u>Max</u>	<u>Nonrecurring</u> <u>Max</u>
Business, per line		
Primary Listing	\$4.00	\$4.00
Additional Listing	4.00	4.00
Non-Published Listing	4.00	4.00
Non-Listed Name	4.00	4.00
Dual Name Listing	4.00	4.00
Residence, per line		
Primary Listing	4.00	4.00
Additional Listing	4.00	4.00
Non-Published Listing	4.00	4.00
Non-Listed Name	4.00	4.00
Dual Name Listing	4.00	4.00

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6. OPERATOR SERVICES AND DIRECTORY ASSISTANCE

6.1 Operator Services

6.1.1. There are three types of Operator handled services:

Non-Automated: Non-automated service is where the person originating the call calls the Company operator who dials the number and collects billing information for the call. Operator handled charges apply.

Semi-Automated: Semi-automated service is where the person originating the call dials zero plus the desired telephone number and the operator assists in completion of the call. Surcharges apply.

Fully Automated: Fully automated service is where the call is completed without the assistance of an operator. Surcharges apply to fully automated alternately billed calls. Fully automated alternate billing includes calling card, collect, and third number billing.

6.1.2 Operator Assisted Calls

A. Person to Person

The service where the person originating the call specifies to the Company operator a particular person, service point, department, or office to be reached:

1. When the connection is established, the person originating the call requests or agrees to talk to any person other than the person or point specified, the classification of the calls remains person-to-person; and
2. The Company does not utilize a messenger to bring to a service point, a called person who cannot be reached at the service point.

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6. OPERATOR SERVICES AND DIRECTORY ASSISTANCE, Continued

6.1 Operator Services, Continued

6.1.2 Operator Assisted Calls, Continued

A. Person to Person, Continued

3. There are two levels of Person-to-Person service. They are:

- a. Operator-handled: Operator-handled service is where the person originating the call requests the operator to dial the number. The operator collects the necessary information to process the call.
- b. Operator-assisted: Operator-assisted service is where the person originating the call dials zero and the telephone number.

B Station to Station:

Station-to-station calls are those calls where the person originating the call to a telephone company operator or dials to a particular telephone number to be reached does not specify any particular person, station point or department. Station to Station services offered are as follows:

1. Dial Station-to-Station is where the person originating the call dials the telephone number desired and the call is completed without the assistance of a Company operator. The call is billed to the originating number. When an operator places a call for the calling party who has attempted to complete the call but has been unable to do so due to network technical difficulties, the dial rate applies.
2. There are three types of station-to-station Operator Assistance services: Non-Automated; Semi-Automated; and Fully Automated.

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